UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

AXA EQUITABLE LIFE INSURANCE COMPANY, AXA NETWORK, LLC & AXA NETWORK OF TEXAS, INC..

Plaintiffs,

Civil Action No. 08-1972 (MGC) (FM)

v.

RICHARD EHRLICH,

Defendant.

PLAINTIFFS' ANSWERING MEMORANDUM IN OPPOSITION TO DEFENDANT'S MOTION TO DISMISS OR ALTERNATIVELY TO STAY

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Plaintiffs AXA Equitable Life Insurance Company ("AXA Equitable"), AXA Network, LLC ("AXA Network"), and AXA Network of Texas, Inc. ("AXA Texas") (AXA Equitable, AXA Network, and AXA Texas collectively "AXA") file this memorandum of law opposing the Motion to Dismiss or Alternatively to Stay filed by Defendant Richard Ehrlich ("Ehrlich"):

INTRODUCTION

AXA seeks to recover from Ehrlich nearly \$1 million dollars paid as commissions for \$40 million in life insurance policies that, under controlling Georgia law, were void from their inception. AXA rescinded these policies shortly after they issued because it discovered the applications contained numerous misrepresentations, including the undisputed falsehood that the insureds had a net worth of \$52 million. This claim could not have been further from the truth. According to their own testimony, the insureds are worth no more than \$200,000.

In connection with its rescission, AXA mailed to the policies' owner rescission notices and checks totaling more than \$5.64 million. These checks represented the total premiums paid to AXA plus interest. The owner accepted and retains possession of the refund checks but has chosen not to cash them.

With the owner possessing the refund checks and the original insureds advanced in age, AXA then filed a declaratory judgment action in the United States District Court for the Northern District of Georgia (the owner is a Georgia trustee) seeking a declaration of AXA's and the owner's rights and responsibilities respecting the rescinded policies. At the same time, AXA demanded Ehrlich return the unearned commission payments erroneously paid in connection with the void policies. Ehrlich refused and this lawsuit followed.

Given the certainty of the misrepresentations contained in the policy applications, Ehrlich (not surprisingly) seeks to delay these proceedings. Consistent with this strategy, his Motion to Dismiss argues that AXA's claims are not ripe for judicial review based on a strained interpretation of the word "refund" used in the parties' governing agreement — one that would equate the owner's failure to cash AXA's refund checks with a complete failure by AXA to deliver those checks to the owner. This position is inconsistent with both the common meaning of the term and the plain structure of the Broker Agreement which controls Ehrlich's right to receive and retain commissions paid by AXA — one that rewards brokers with commissions only for their securing valid policies that are treated as such by AXA. Because the very facts cited by Ehrlich in his Motion make clear that AXA physically delivered the refund checks to the policies' owner and that AXA has consistently treated the life insurance policies at issue as void, AXA has complied with all necessary conditions set forth in the Broker Agreement and this lawsuit presents a justiciable controversy that states a valid claim for relief under Federal Rules of Civil Procedure.

Even more remarkable is Ehrlich's request that this Court exercise its discretion to stay this litigation in order to promote judicial economy and to avoid prejudice to the litigants (including AXA). If these were Ehrlich's true concerns, he would be willing to tender the disputed commissions into the Court's registry and would agree unconditionally to be bound by the outcome of the Georgia action such that, if AXA prevailed, Ehrlich would surrender the commissions. Ehrlich's Motion makes clear he will not agree to such conditions.

Instead, Ehrlich seeks a stay in the hopes of benefiting from the potential collateral estoppel effect of a loss by AXA in the Georgia action while purportedly remaining free to relitigate the same issues here should AXA prevail. Ehrlich is not a party to the Georgia case and his Motion makes clear he will continue to oppose AXA's request for return of the unearned commissions even if the Georgia court declares that AXA correctly rescinded the policies:

If AXA [wins the Georgia action], then AXA would *might* demand that Mr. Ehrlich refund the commissions he received [and] Mr. Ehrlich *might* (or might not) refuse to refund the commissions he received . . .

If AXA does not prevail in the Rescission Action, Mr. Ehrlich will have no obligation to refund his commissions. If AXA does prevail in the Rescission Action, AXA <u>may</u> obtain the commission refund it seeks under the terms of the Broker Agreement <u>without litigation</u>.

(Ehrlich Br. 11, 14-15 (italics in original and bolded emphasis supplied).) In short, Ehrlich's Motion seeks to force AXA to win twice, over as long a period of time as possible, before he will surrender the unearned commissions. Because Ehrlich seeks a delay of this litigation that will certainly prejudice AXA without the offsetting benefit of judicial economy, he cannot satisfy the elements necessary for this court to exercise its discretionary stay powers.

FACTUAL AND PROCEDURAL BACKGROUND

The Instant Action¹

Plaintiff AXA Equitable is a life insurance provider, and its affiliates AXA Network and AXA Texas are a life and health insurance brokerage and financial services company, respectively. (Compl. ¶ 9.) AXA commenced this action on or about January 18, 2008 in order to recover \$948,088 in commission payments, plus interest, that AXA paid Ehrlich, an independent contractor broker, in connection with the issuance by AXA Equitable of four life insurance policies insuring the lives of two married individuals, 83 year old Mali Koenig and 86 year old Benzion Koenig (the "Koenigs"), in the total amount of \$40,000,000 (the "Policies"). (*Id.* at ¶¶ 1-2.) The owners of the Policies are various Georgia trusts each of which names Wells Fargo Bank, N.A. as trustee ("Wells Fargo"). (Ex. A ¶ 3.) The Policies were delivered in Georgia and are expressly governed by Georgia law. (Ex. A at Exs. 6-8.)

Soon after it issued the Policies, AXA discovered that the Koenigs had materially misrepresented various facts contained in the applications, including the representation that the Koenigs' combined net worth was \$52 million. (Compl. 15-16, 18-19.) In fact, the

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Where appropriate specific citations to record support for the assertions contained in this paragraph are made to several pleadings and depositions from the federal Georgia lawsuit relied upon by Ehrlich in support of his Motion. (See Ehrlich Br. 4-5.) That lawsuit was filed in the United States District Court for the Northern District of Georgia and is styled AXA Equitable Life Insurance Company v. Wells Fargo Bank, N.A., Civil Action No. 1:07-cv-0512-MHS (the "Georgia Action"). A true and accurate copy of the Second Amended Complaint and Answer to the Second Amended Complaint filed in the Georgia Action are attached as Exhibits A and D, respectively. True and accurate copies of relevant excerpts from the third-party depositions of Benzion Koenig and Mali Koenig are attached as Exhibits B and C, respectively.

Koenigs have each testified in recent depositions that they were together worth no more than \$200,000. (See Exs. B and C.)

In response to its discovery of these material misrepresentations, AXA issued notices of rescission to Wells Fargo, voiding the Policies *ab initio* and enclosing refund checks totaling more than \$5.64 million. (Compl. 20; Ex. A. ¶¶ 26-27.) These checks represented the entire premiums paid by Wells Fargo for the Policies plus interest. (Compl. 20; Ex. A. ¶¶ 26-27.) Wells Fargo took possession of the refund checks but has through now failed to cash them. (See Ex. D ¶¶ 26-27.)

The Broker Agreement between AXA and Ehrlich provides for recovery by AXA of the commission paid to Ehrlich in connection with the Policies in the event that AXA "refunds" the premiums paid. (Compl. ¶ 25 and Exs. 1 and 3.) For this reason, upon rescission of the Policies and Wells Fargo's acceptance of the refund checks, AXA demanded that Ehrlich return the unearned commission. (Compl. 1.) Ehrlich refused. (*Id.*)

AXA originally filed its Complaint in the Supreme Court of the State of New York for the County of New York. The Complaint asserts five causes of action against Ehrlich: (1) breach of contract; (2) breach of the covenant of good faith and fair dealing; (3) unjust enrichment; (4) conversion; and (5) replevin. (Compl. ¶ 23-45.) Among other relief, AXA seeks the following: (1) an order preliminarily enjoining Ehrlich from dissipating, transferring, conveying, or otherwise encumbering the commission received by him in connection with AXA's issuance of the Policies and (2) an award of compensatory damages in an amount no less than the amount of commissions paid to Ehrlich in connection with the Policies plus interest and costs. (Compl. 9.) On February 27, 2008, Ehrlich removed AXA's

lawsuit to this Court. (Notice of Removal, ECF No. 1.) Ehrlich's Motion to Dismiss or Alternatively to Stay followed.

The Georgia Action

In light of Wells Fargo's acceptance of AXA's refund checks but failure to cash them, and given the Koenigs' advanced age, AXA commenced the Georgia Action on March 1, 2007. The only relief sought in the Georgia Action is a declaration that the Policies were properly rescinded and void *ab initio*. (*Id.* at 23.) The only defendant is Wells Fargo. (*Id.* at ¶3.)

ARGUMENT AND CITATION OF AUTHORITY

I. AXA'S COMPLAINT SETS FORTH A JUSTICIABLE CONTROVERSY THAT STATES A VALID CLAIM FOR RELIEF.

Ehrlich's ripeness and 12(b)(6) arguments rely entirely on the incorrect premise that, through the use of the word "refund," AXA intended its Broker Agreement to provide for recovery of commissions issued in connection with a rescinded policy under only one extreme condition: where the policy owner cashes a refund check it accepted from AXA. (See Ehrlich Br. 9-12.) Both the plain meaning of the term "refund" and the fundamental assumptions underlying the Broker Agreement prove Ehrlich wrong.

As an initial matter, application of the case facts to the very dictionary definitions cited by Ehrlich establishes that AXA has complied with the contractual requirements necessary to recover the commissions paid to Ehrlich in connection with the rescinded policies. Both the Broker Agreement and a pertinent AXA regulation require AXA brokers

to return commissions in the event of a "refund" by AXA of any premiums. (Compl. at Ex. 1, ¶ 6 and Ex. 3, p. 2.)

The common definition of "refund" means simply "to give or put back." Merriam-Webster's Collegiate Dictionary 983 (10th ed. 2002). Another definition, cited by Ehrlich, incorporates the first — "to return (money) in restitution, repayment, or balancing of accounts." *Id.* Under both definitions, a refund is accomplished by the physical return of the property in question. *See* Merriam-Webster's Collegiate Dictionary 493, 1001 (10th ed. 2002) (defining "return" as "to pass back to an earlier possessor" and "give" as "to put in the possession of another for his use") This same concept of physical delivery is present in the legal definitions given to the term — "to repay or restore; to return money in restitution or repayment; *e.g.*, to refund overpaid taxes; to refund the purchase price of returned goods." Black's Law Dictionary 1307 (8th ed. 2004).

Under any of these definitions, AXA has "refunded" the policy premiums (with interest) to Wells Fargo. AXA has physically transferred checks for the entire premium amounts paid by Wells Fargo in connection with the Policies: AXA mailed the checks to Wells Fargo and Wells Fargo acknowledges receiving them. (Ex. D ¶¶ 26-27.) At no time did Wells Fargo refuse possession of the checks or return them to AXA. (See id.)

The fact that Wells Fargo has not cashed the refund checks does not remove AXA's actions from the definition of refund. AXA's delivery was not, as Ehrlich wrongly contends, a mere "tender" of the premiums. (See Ehrlich Br. 10-11.) As proven by his own definitions, a "tender" is nothing more than the mere "proffer," "offer," "presentment," or "attempt" of a physical delivery. Webster's Third New International Dictionary of the

English Language Unabridged 1910 (2002) ("to *proffer* in satisfaction of an obligation or condition arising from a relationship between parties" or "to *present* for acceptance" (italics supplied)); Black's Law Dictionary 1307 (8th ed. 2004) ("something unconditionally *offered* to satisfy a debt or obligation" or "[a]ttempted performance that is frustrated by the act of the party for whose benefit it is to take place" (italics supplied)). Each of these definitions presumes that the offeree refuses actual delivery and, unlike the strained definitions advanced by Ehrlich, none is explained by reference to what the accepting party does with the goods following acceptance.²

Given Wells Fargo's physical acceptance of AXA's refund checks, AXA has complied with the Broker Agreement's "refund" condition and may demand the return of Ehrlich's unearned commissions. AXA has not simply offered or promised to return the premiums. It has returned them. What Wells Fargo has done with the checks it accepted from AXA is beyond AXA's control and simply irrelevant to AXA's fulfillment of the "refund" condition or the ripeness of the present lawsuit.

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Based on a common-sense application of these same definitions, a party to a real estate contract is held to have tendered the deed to property when the deed is *offered* to the other party, but *refused*. See, e.g., Marino v. Nolan, 21 N.Y.2d 738, 234 N.E.2d 840 (1968) ("defendants properly refused the tender of a deed"); State v. Branham, 53 Misc. 2d 346, 347, 278 N.Y.S.2d 494, 496 (N.Y. Sup. Ct. 1967) ("upon tender of deed of conveyance . . . defendant refused to accept the conveyance"). The same is true in the UCC context where a potential purchaser is offered but refuses delivery. See, e.g., Nat'l v. Lyon, 257 A.D. 273, 275, 13 N.Y.S.2d 1, 3 (1st Dep't 1939) ("under the common law of this State a seller of goods was permitted to recover the price where due tender of performance was made and the buyer refused to take the goods."). Similarly, the tax "refund" referenced by Black's Law Dictionary universally involves the issuance of a government check to the taxpayer who made the overpayment. According to Ehrlich's logic, the failure of the taxpayer to cash the government's check following receipt would constitute the government's failure to "refund" the overpayment. Ehrlich's proposed definition of the term refund fails under this hypothetical in the same manner it fails under the instant facts.

Moreover, there is nothing unreasonable about this commission structure. Ehrlich makes a great deal about the fact that AXA drafted the Broker Agreement and had control over the contract language used. (*See* Ehrlich Br. 10.) As master of the contract terms, AXA was undoubtedly aware of the frequency with which life insurance policies must be rescinded following the discovery of material misrepresentations in the policy applications. It is a long established common law rule that an insurance policy issued in connection with application misrepresentations is void *ab initio*. As a consequence, most states have codified these common law principles. *See*, *e.g.*, Ala. Code § 27-14-7; 18 Del. C. § 2711; O.C.G.A. § 33-24-7 (Georgia); I.C. § 41-1811 (Idaho).

This occurs most often in the context of misrepresentations concerning an insured's medical history, often discovered following their death. See, e.g., Mims v. Old Line Life Ins. Co. of America, 46 F. Supp. 2d 1251 (M.D. Fla. 1999) (Florida law); Gasaway v. Northwestern Mut. Life Ins. Co., 820 F. Supp. 1241 (D. Hawaii 1993) (Hawaiian law); Massachusetts Mut. Life Ins. Co. v. Manzo, 584 A.2d 190 (N.J. 1991) (New Jersey law). It also happens, however, as it did here, where the applicant misrepresents his or her net worth in order to secure a policy that would otherwise have been unavailable. See American General Life Ins. Co. v. Schoenthal Family, LLC, __ F.R.D. __, 2008 WL 160630, at *9 (N.D. Ga. 2008) (Georgia law). In both instances, the applicant or owner often refuses to go quietly and litigation is necessary to conclusively establish the correctness of the insurer's decision to rescind.

Possessing this knowledge, it makes little sense that AXA would have created a contractual situation where it could rescind a void policy but would be unable to recover the

substantial commissions paid in connection with that policy until it had won two separate lawsuits in staged proceedings — the first against the applicant and the second against the broker. This is especially so where the passage of time makes it exponentially more unlikely that AXA will be able to recover the commissions paid to (and likely spent by) the broker involved. More reasonable is the contractual structure actually adopted by AXA: allowing for the immediate recovery of unearned commission where AXA actually returns the full premiums in the form of checks issued to and accepted by the owner or applicant.

To the extent this Court can read the disputed language "in one sense the way plaintiff reads [it] and in a literal sense the way defendant reads [it]" it must evaluate the parties' positions considering "what was intended to be expressed when the words were set down, to be adduced from both the total contractual language and from the circumstances and practices of the parties when they entered into the formal writing." *See Nash v. Gay Apparel Corp.*, 9 A.D.2d 345, 347, 193 N.Y.S.2d 246, 247 (1st Dep't 1955). Here the "circumstances and practices" of the parties make clear the unreasonableness of Ehrlich's proposed construction of the Broker Agreement and the operative term "refund."

Nor is AXA's chosen contractual scheme unfair. Ehrlich will not, as he claims, be subject to potentially inconsistent outcomes should this lawsuit proceed and AXA lose in the Georgia Action. If AXA loses in the Georgia Action, it will be subject to an order providing that the Policies are valid and in force. Under the Broker Agreement, Ehrlich will then be entitled to commissions in connection with the Policies. (*See* Compl. Ex. 1.) If Ehrlich has returned these commissions to AXA, they will be reissued to him. Even if AXA refused future payment of the commissions (which it would not do), Ehrlich would be protected as

AXA would be bound by the collateral estoppel effect of the Georgia judgment given its status as a party to that litigation. *See United States Dept. of Justice v. Hudson*, 2007 WL 2461783, at * 2 (N.D.N.Y. Aug. 24, 2007) (citing *Ball v. A.O. Smith Corp.*, 451 F.3d 66 (2d Cir. 2006) ("[c]ollateral estoppel requires four elements: (1) that the identical issue was raised in the first proceeding; (2) that the issue was actually litigated and decided; (3) that the party to be precluded had a full and fair opportunity to litigate the issue; and (4) that resolution of the issue was necessary to support a final judgment")); *Pinnacle Consultants*, *Ltd. v. Leucadia Natl. Corp.*, 94 N.Y.2d 426, 432, 706 N.Y.S.2d 46 (2000) ("The doctrine [of collateral estoppel] applies if the issue in the second action was raised, necessarily decided and material in the first action, and if the party had a full and fair opportunity to litigate the issue in the earlier action") (citations omitted); *Marvel Characters, Inc. v. Simon*, 310 F.3d 280, 286 (2d Cir. 2002) ("there is no discernible difference between federal and New York law concerning res judicata and collateral estoppel").

Drawing all reasonable inferences in AXA's favor, AXA has met its burden under Fed. R. Civ. P. 12(b)(1) and 12(b)(6). See Sweet v. Sheahan, 235 F.3d 80, 83 (2d Cir. 2000) (under 12(b)(1) "court must take all facts alleged in the complaint as true and draw all reasonable inferences in favor of plaintiff"); Moore v. Painewebber, Inc., 189 F.3d 165, 169, n.3 (2d Cir. 1999) (standard of review under Rules 12(b)(1) and 12(b)(6) "identical"). There exists now between the parties a "real and substantial controversy admitting of specific relief" sufficient to confer subject matter jurisdiction by this Court and sufficient to state a claim for relief under the Federal Rules of Civil Procedure. See Valmonte v. Jo Bane, 18 F.3d 992, 999 (2d Cir. 1994) (motion to dismiss denied because ripeness established by facts

alleging an existing controversy); *Gagliardi v. Village of Pawling*, 18 F.3d 188, 191 (2d Cir. 1994) (complaint should not be dismissed unless "it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief").

II. EHRLICH CANNOT JUSTIFY A STAY OF THIS LITIGATION.

In a tacit recognition of the weaknesses associated with his arguments in favor of dismissal, Ehrlich makes the alternative request to stay this lawsuit pending resolution of the Georgia Action. He does so, however, while ignoring the principles underlying such a powerful exercise of the Court's discretionary powers. An examination of his purported justifications for the stay reveals his request for what it is – nothing more than an improper attempt at delay with the ultimate aim of prejudicing AXA's ability to prosecute this lawsuit.

As Ehrlich concedes, the fundamental goal of a discretionary stay analysis is "to avoid prejudice." *Kappel v. Comfort*, 914 F. Supp. 1056, 1058 (S.D.N.Y. 1996). Even then, a stay is proper only where a balancing of the relevant interests weighs heavily in favor of preserving the economy of time and effort for the court, counsel, and the litigants. *See Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936); *American Shipping Line, Inc. v. Massan Shipping Indus.*, 885 F. Supp. 499, 502 (S.D.N.Y. 1995). As such, five facts must be considered in determining the appropriateness of a stay request:

(1) the private interests of the plaintiffs in proceeding expeditiously with the civil litigation as balanced against the prejudice to the plaintiffs if delayed; (2) the private interests of and burden on the defendants; (3) the interests of the courts; (4) the interests of persons not parties to the civil litigation; and (5) the public interest.

Kappel, 914 F. Supp. at 1058.

Each of these factors favors a denial of Ehrlich's stay request. Respecting the first factor, AXA obviously has an interest in recovering the unearned commissions from Ehrlich. But more importantly, a delay in these proceedings will fundamentally and permanently prejudice AXA's ability to recover from Ehrlich.

If Ehrlich were permitted to relitigate issues related to the rescission action, the Koenigs' testimony would no doubt be relevant to a determination of those matters. Given their ages (currently 84 and 87), the need to secure the Keonigs' testimony in an admissible form is pressing. See Fed. R. Evid. 804(b)(1) (testimony from other proceeding admissible only if adverse party had an opportunity to participate). Should AXA be forced to delay its lawsuit against Ehrlich, there is a substantial likelihood that their testimony will become unavailable and that other necessary evidence will be lost or diminished. See Securities and Exchange Comm'n v. Dresser Indus., Inc., 392 U.S. 40, 57, 88 S. Ct. 1889, 1899 (1968) (recognizing universal principle that "litigation is better conducted when the dispute is fresh and additional facts may, if necessary, be taken without substantial risk that witnesses will die or memories fade"). Additionally, as time passes, the likelihood that Ehrlich will be unable to return the requested commissions increases. As a result, AXA's ability to proceed with its request for a preliminary injunction preventing Ehrlich from dissipating or encumbering the commissions will be irreparably prejudiced if not mooted. (See Compl. 9.)

Respecting the second factor, there is no similar prejudice to Ehrlich should this lawsuit proceed. While Ehrlich may prefer to avoid litigation, there will be no permanent effect on his ability to earn a commission on the Policies if AXA loses the Georgia Action and he is found to be entitled to compensation under the Broker Agreement. Ehrlich will not

be bound by any negative judgments entered in the Georgia Action and a company like AXA Equitable will certainly be able to render his commissions if and when they become due.

Respecting the third and fifth factors, a stay of this litigation will not conserve scarce judicial resources over the long term or promote the general public interest inherent in the just and efficient resolution of disputes. In fact, the opposite is true. As demonstrated by the very language of his Motion, Ehrlich's stay request is not designed to promote judicial economy, but simply to delay these proceedings. He makes no promises to be bound by the Georgia Action:

If AXA [wins the Georgia action], then AXA would might demand that Mr. Ehrlich refund the commissions he received [and] Mr. Ehrlich might (or might not) refuse to refund the commissions he received

If AXA does not prevail in the Rescission Action, Mr. Ehrlich will have no obligation to refund his commissions. If AXA does prevail in the Rescission Action, AXA <u>may</u> obtain the commission refund it seeks under the terms of the Broker Agreement <u>without litigation</u>.

(Ehrlich Br. 11, 14-15 (italics in original).) A different result would be called for only if Ehrlich agreed the Georgia lawsuit would definitively resolve the instant litigation. Consideration of the last factor also weighs in favor of proceeding with this litigation. The burden on third-parties whose testimony and assistance will be necessary to resolve this litigation will only be increased if they are forced to recall the operative events months or years from now.

Faced with nearly identical circumstances and arguments, one court has already concluded that the existence of the Georgia Action does not justify a stay of AXA's concurrent efforts to recover its unearned commissions from the involved agents/brokers. As

the instant Complaint makes clear, a former AXA agent assisted Ehrlich with the submission of the applications for the Policies. (Compl. ¶¶ 14-15.) That former agent, Gabriel Epstein, was subject to a contract that, like the Broker Agreement, provided for the return of commissions upon AXA's "refund" of policy premiums.³ As it was forced to do with Ehrlich, AXA sued Epstein in New York State Court when he refused to return the commissions paid to him following AXA's rescission of the Policies. (Ex. E ¶ 1.) Like Ehrlich, Epstein moved to stay the lawsuit against him arguing that resolution of the Georgia Action was necessary to determine a threshold issue in AXA's litigation with him and that proceeding with both cases would create the potential for inconsistent outcomes. (Ex. F 3-4.)

In denying Epstein's request for a stay, the New York court held that the absence of overlapping claims between the proceedings meant judicial economy would not be furthered by a stay. (*See id.* at 5.) The court also noted specifically the absence of potentially inconsistent results between the two lawsuits, at least as far as the agent was concerned:

Although he may ultimately be entitled to keep his commission if the federal court declares that AXA could not rescind the policies (and accordingly keeps the premiums paid by the Koenigs), Epstein does not state that if the policies are held to be void ab initio, he will return the commissions

(Id.)

The state court's analysis is compelling here. Because Ehrlich seeks a delay of this litigation that will certainly prejudice AXA without the offsetting benefit of judicial economy, he cannot satisfy the elements necessary for this court to exercise its discretionary stay powers and his Motion should be denied.

³ A true and accurate copy of the AXA's complaint against Epstein and the order denying the Epstein's motion to stay are attached as Exhibits E and F, respectively.

CONCLUSION

For the foregoing reasons, AXA respectfully requests that the Court deny Defendant Ehrlich's Motion to Dismiss or Alternatively to Stay in its entirety.

Dated: May 30, 2008

New York, New York

Respectfully Submitted,

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EXHIBIT "A"

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

AXA EQUITABLE LIFE INSURANCE)	
COMPANY,)	
)	
Plaintiff,)	
)	CIVIL ACTION
)	NO.: 1:07-cv-0512-MHS
v.)	
)	
WELLS FARGO BANK, N.A., AS TRUSTEE)	
OF THE MALI KOENIG INSURANCE TRUS	TS)	
A and B 05/11/06, AND AS TRUSTEE OF THE	E)	
BENZION KOENIG INSURANCE TRUSTS)	
A and B 05/11/06,)	
)	
Defendant.)	

SECOND AMENDED COMPLAINT

COMES NOW Plaintiff AXA Equitable Life Insurance Company ("Equitable") and for its Second Amended Complaint states as follows.

Nature of the Action

1.

This Second Amended Complaint seeks a declaratory judgment with respect to Plaintiff Equitable's rights and obligations under four life insurance policies issued by Equitable to Defendant Wells Fargo Bank, N.A. ("Wells Fargo") and an order voiding the policies due to misrepresentations in the applications for these

policies. Equitable is in a position of legal uncertainty with respect to its rights and obligations as to the life insurance policies and requests the Court to declare the rights and obligations of the parties according to Georgia law.

Parties

2.

Equitable issued the life insurance policies that are the subject of this action. Equitable is a New York corporation, with its principal place of business located in New York. Accordingly, Equitable is a citizen of the State of New York.

3.

Defendant Wells Fargo is the Trustee of certain life insurance trusts which are the Owners and Beneficiaries of the subject life insurance policies. Wells Fargo is a National Banking Association formed under the laws of the United States with its principal place of business located in either California or South Dakota. Accordingly, Wells Fargo is a citizen of the State of California or South Dakota, and no other. Wells Fargo is authorized to transact business in Georgia.

Jurisdiction and Venue

4.

Equitable and Wells Fargo are citizens of different states. Equitable seeks a declaratory judgment regarding its rights and obligations under insurance policies that total \$40,000,000, so the amount in controversy exceeds \$75,000. This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332. Likewise, this Court has jurisdiction pursuant to 28 U.S.C. §§ 2201 and 2202. Venue is appropriate in this district and division because the insurance policies, which are the subject of this action, were issued and delivered to Wells Fargo in this division.

Statement of Facts

5.

Equitable is a life insurance company.

6.

On May 12, 2006, Mali Koenig and Wells Fargo submitted an application to Equitable for a life insurance policy (hereinafter the "First Application"). A true and correct copy of the First Application, which was submitted by Mali Koenig and Wells Fargo, is attached hereto as Exhibit 1 and is incorporated herein fully by reference. The First Application sought life insurance in the amount of ten million dollars (\$10,000,000). The Owner of the policy, as identified in Section 3 of the

First Application, was the "Mali Koenig Insurance Trust B 05/11/06." Beneficiary of the policy, as identified in Section 3 of the First Application, is the "Mali Koenig Insurance Trust A 05/11/06." The Trustee identified in Section 3 of the First Application was Wells Fargo Bank, N.A. In Section 1, Line P of the First Application, both Mali Koenig and Wells Fargo represented that Mali Koenig had a net worth of "\$26 million." Additionally, in Section 2, Line G1 of the First Application, both Mali Koenig and Wells Fargo represented that they had no intention to "transfer the policy for any type of pre-death financial settlement, such as . . . a life settlement, or for any other secondary market." The First Application included the following statement: "Each signer of this application agrees that (1) The statements and answers in all parts of this application are true and complete. We (the Company checked on page 1 of this application) may rely on them in acting on this application." (See Ex. 1, p. 3.) Mali Koenig signed the First Application. Wells Fargo's employee, Elizabeth T. Wagner, signed the First Application, "as Trustee" of the "Mali Koenig Insurance Trust B 05/11/06," and as the Owner of the policy. (Id. at p. 6.)

7.

On May 25, 2006, Mali Koenig and Wells Fargo submitted an amendment to the First Application (hereinafter "Amendment to the First Application"). See Ex.

- 1, p. 1.) The Amendment to the First Application contained additional representations that there was no intention to finance the policy premiums nor was there any inducement offered to obtain the requested insurance:
 - Do you intend to finance any of the premium required to pay for this policy through a financing agreement or loan agreement? (If yes, submit a copy of the financing or loan agreement) ☑ No ☐ Yes
 - Are you, the Owner, Proposed Insured, or any person or entity, being paid (cash, services, etc.) as an inducement to enter into this transaction? (If yes, describe the inducement) □ Yes ☑ No

(<u>Id</u>.)

8.

On May 12, 2006, Mali Koenig and Wells Fargo submitted an application to Equitable for a life insurance policy (hereinafter the "Second Application"). A true and correct copy of the Second Application submitted by Mali Koenig and Wells Fargo is attached hereto as Exhibit 2 and is incorporated herein fully by reference. The Second Application sought life insurance in the amount of ten million dollars (\$10,000,000). The Owner and Beneficiary of the policy, as identified in Section 3 of the Second Application, was the "Mali Koenig Insurance Trust B 05/11/06." The Trustee identified in Section 3 of the Second Application was Wells Fargo Bank, N.A. In Section 1, Line P of the Second Application, both Mali Koenig and Wells Fargo represented that Mali Koenig had a net worth of "\$26 million."

Additionally, in Section 2, Line G1 of the First Application, both Mali Koenig and Wells Fargo represented that they had no intention to "transfer the policy for any type of pre-death financial settlement, such as . . . a life settlement, or for any other secondary market." The application included the following statement: "Each signer of this application agrees that (1) The statements and answers in all parts of this application are true and complete. We (the Company checked on page 1 of this application) may rely on them in acting on this application." (See Ex. 2, p. 3.) Mali Koenig signed the application. Wells Fargo's employee, Elizabeth T. Wagner, signed the Second Application "as Trustee" of the "Mali Koenig Insurance Trust B 05/11/06," and as the Owner of the policy. (Id. at p. 6.)

9.

On May 25, 2006, Mali Koenig and Wells Fargo submitted an amendment to the Second Application (hereinafter "Amendment to the Second Application"). (See Ex. 2, p. 1.) The Amendment to the Second Application contained additional representations that there was no intention to finance the policy premiums nor was their any inducement offered to obtain the requested insurance:

• Do you intend to finance any of the premium required to pay for this policy through a financing agreement or loan agreement? (If yes, submit a copy of the financing or loan agreement) ☑ No ☐ Yes

• Are you, the Owner, Proposed Insured, or any person or entity, being paid (cash, services, etc.) as an inducement to enter into this transaction? (If yes, describe the inducement) □ Yes ☑ No

(<u>Id</u>.)

10.

On May 12, 2006, Benzion Koenig and Wells Fargo submitted an application to Equitable for a life insurance policy (hereinafter the "Third Application"). A true and correct copy of the Third Application submitted by Benzion Koenig and Wells Fargo is attached hereto as Exhibit 3 and is incorporated herein fully by reference. The Third Application sought life insurance in the amount of ten million dollars (\$10,000,000). The Owner and Beneficiary of the policy, as identified in Section 3 of the Third Application, was the "Benzion Koenig Insurance Trust B 05/11/06." The Trustee identified in Section 3 of the Third Application was Wells Fargo Bank, N.A. In Section 1, Line P of the Third Application, both Benzion Koenig and Wells Fargo represented that Benzion Koenig had a net worth of "\$26 million." Additionally, in Section 2, Line G1 of the Third Application, both Benzion Koenig and Wells Fargo represented that they had no intention to "transfer the policy for any type of pre-death financial settlement, such as . . . a life settlement, or for any other secondary market." The Third Application included the following statement: "Each signer of this application agrees that (1) The statements and answers in all parts of this application are true and complete. We (the Company checked on page 1 of this application) may rely on them in acting on this application." (See Ex. 3, p. 3.) Benzion Koenig signed the Third Application. Wells Fargo's employee, Elizabeth T. Wagner, signed the Third Application "as Trustee" of the "Benzion Koenig Insurance Trust B 05/11/06," and as the Owner of the policy.

11.

On May 12, 2006, Benzion Koenig and Wells Fargo submitted an application to Equitable for a life insurance policy (hereinafter the "Fourth Application"). A true and correct copy of the Fourth Application submitted by Benzion Koenig and Wells Fargo is attached hereto as Exhibit 4 and is incorporated herein fully by reference. The Fourth Application sought life insurance in the amount of ten million dollars (\$10,000,000). The Owner and Beneficiary of the policy, as identified in Section 3 of the Fourth Application, was the "Benzion Koenig Insurance Trust A 05/11/06." The Trustee, as identified in Section 3 of the Application, was Wells Fargo Bank, N.A. In Section 1, Line P of the Fourth Application, both Benzion Koenig and Wells Fargo represented that Benzion Koenig had a net worth of "\$26 million." Additionally, in Section 2, Line G1 of the Fourth Application, both Benzion Koenig and Wells Fargo represented

that they had no intention to "transfer the policy for any type of pre-death financial settlement, such as . . . a life settlement, or for any other secondary market." The Fourth Application included the following statement: "Each signer of this application agrees that (1) The statements and answers in all parts of this application are true and complete. We (the Company checked on page 1 of this application) may rely on them in acting on this application." (See Ex. 4, p. 3.) Benzion Koenig signed the Fourth Application. Wells Fargo's employee, Elizabeth T. Wagner, signed the Fourth Application "as Trustee" of the "Benzion Koenig Insurance Trust B 05/11/06," and as the Owner of the policy. Exhibits 1 through 4 are hereinafter referred to collectively as "the Applications."

12.

Wells Fargo, as the Owner of the four policies and the Trustee of the four life insurance trusts, exercised complete control over the policies. Each of the four policies stipulated as follows: The Owner of the policy is "entitled to exercise all the rights of this policy while the insured person is living. To exercise a right, you do not need the consent of anyone who has only a conditional or future ownership interest in this policy." (See Exs. 5-8, p. 5.)

13.

Equitable relies on the information submitted in applications for life insurance when it issues those policies and specifically relied on the information in the First Application submitted by Mali Koenig and Wells Fargo. Specifically, Equitable relied on the statements made by Mali Koenig and Wells Fargo set forth above in Paragraphs 6-7 regarding the net worth of Mali Koenig, the absence of any intent to transfer the policy or finance the policy premiums, and the absence of any inducement for them to enter into a life insurance transaction with Equitable. In reliance on that information, Equitable issued Policy No. 156 212 029, which had a limit of \$10,000,000 and contained a register date of May 19, 2006. The policy insured the life of Mali Koenig. The Trustee and Owner of the policy is Wells Fargo. A true and accurate copy of Policy No. 156 212 029 is attached hereto as Exhibit 5, and is incorporated herein fully by reference.

14.

Equitable relies on the information submitted in applications for life insurance when it issues those policies and specifically relied on the information in the Second Application submitted by Mali Koenig and Wells Fargo. Specifically, Equitable relied on the statements made by Mali Koenig and Wells Fargo set forth above in Paragraphs 8-9 regarding the net worth of Mali Koenig, the absence of

any intent to transfer the policy or finance the policy premiums, and the absence of any inducement for them to enter into a life insurance transaction with Equitable. In reliance on that information, Equitable issued Policy No. 156 212 030, which had a limit of \$10,000,000 and contained a register date of May 19, 2006. The policy insured the life of Mali Koenig. The Trustee and Owner of the policy is Wells Fargo. A true and accurate copy of Policy No. 156 212 030 is attached hereto as Exhibit 6, and is incorporated herein fully by reference.

15.

Equitable relies on the information submitted in applications for life insurance when it issues those policies and specifically relied on the information in the Third Application submitted by Benzion Koenig and Wells Fargo. Specifically, Equitable relied on the statements made by Benzion Koenig and Wells Fargo set forth above in Paragraph 10 regarding the net worth of Benzion Koenig and the absence of any intent to transfer the policy. In reliance on that information, Equitable issued Policy No. 156 212 032, which had a limit of \$10,000,000 and a register date of April 8, 2006. This policy insured the life of Benzion Koenig. Wells Fargo is the Trustee and Owner of the policy. A true and accurate copy of Policy No. 156 212 032 is attached hereto as Exhibit 7, and incorporated herein fully by reference.

16.

Equitable relies on the information submitted in applications for life insurance when it issues those policies and specifically relied on the information in the Fourth Application submitted by Benzion Koenig and Wells Fargo. Specifically, Equitable relied on the statements made by Benzion Koenig and Wells Fargo set forth above in Paragraph 11 regarding the net worth of Benzion Koenig and the absence of any intent to transfer the policy. In reliance on that information, Equitable issued Policy No. 156 212 033, which had a limit of \$10,000,000 and a register date of April 8, 2006. This policy insured the life of Benzion Koenig. Wells Fargo is the Trustee and Owner of the policy. A true and accurate copy of Policy No. 156 212 033 is attached hereto as Exhibit 8, and incorporated herein fully by reference.

17.

Each of the policies referenced in the preceding paragraphs provided that the contracts of insurance consisted of both the policies and their respective applications.

18.

Subsequent to issuing the policies, Equitable learned that Mali Koenig and Benzion Koenig (collectively the "Insureds") and Wells Fargo had misrepresented

the net worth of the Insureds on the Applications, the absence of their intent to finance the policy premiums, the absence of their intent to transfer the policies, and the absence of inducements for them to enter into a life insurance transaction with Equitable.

19.

Upon information and belief, and in accordance with the pleading requirements set forth in Fed. R. Civ. P. 9, the Insureds and Wells Fargo have either intentionally misrepresented the net worth of each Insured, the absence of their intent to transfer the policy, the absence of their intent to finance the policy premiums, and the absence of any inducement for them to enter into a life insurance transaction with Equitable, or they have knowingly made these representations with reckless disregard for the truth. Further, the Insureds and Wells Fargo made those misrepresentations in the Applications which were submitted to Equitable with the intent to induce Equitable to provide the life insurance policies.

20.

Equitable reasonably relied on the representations by Wells Fargo and the Insureds on the Applications regarding the net worth of the Insureds, the absence of their intent to transfer the policy, the absence of their intent to finance the policy

premiums, and the absence of any inducement for them to enter into a life insurance transaction with Equitable. For instance, Equitable performed various levels of investigation, both before, and after, the policies were issued to ascertain the basis for the representations regarding the net worth of the Insureds that were made on the Applications. In fact, Equitable had obtained information regarding the Insureds' alleged net worth before issuing the policies. Prior to issuing the policies, Equitable's agent contacted attorneys for the Insureds, whose names had been provided by the Insureds. Upon information and belief, at least one of those attorneys had been involved with the creation of the trusts at issue in this litigation, and the other attorney had provided estate planning advice to the Insureds. The attorneys stated that the Insureds owned significant real estate holdings in Florida, New York, Connecticut and Israel. The value of that real estate as represented by the attorneys was consistent with the stated net worth as represented by Wells Fargo and the Insureds in the Applications.

21.

Equitable did not learn of the misrepresentations in the Applications set forth above until after the policies were issued. Following further investigation into the real estate holdings, Equitable discovered that the net worth of the Insureds as represented by Wells Fargo and the Insureds in the Applications was untrue.

Additionally, following further investigation into the financing of the policy premiums learned that the representations made by the Insureds and Wells Fargo concerning the absence of their intent to transfer the policy, the absence of their intent to finance the policy premiums, and the absence of any inducement for them to enter into a life insurance transaction with Equitable were also untrue.

22.

In an effort to ascertain the basis for the representations about the net worth made by the Insureds and Wells Fargo in the Applications, Equitable sought further information from the Insureds after the polices were issued. Requests for specific information about the Insureds' assets and net worth were refused by the Insureds and their representatives. Additionally, as a direct result of discovery obtained in this litigation from third-parties, Equitable discovered that, before the Insureds and Wells Fargo executed the Applications, they had entered into a Stranger Owned Life Insurance Program ("SOLIP") that involved, among other things, the financing of the policy premiums, a transfer of the policies, and numerous inducements to their life insurance transaction with Equitable.

23.

In light of the investigation performed prior to issuing the policies, Equitable reasonably and justifiably relied on the representations in the Applications concerning the Insureds' net worth, the absence of their intent to transfer the policy, the absence of their intent to finance the policy premiums, and the absence of any inducement for them to enter into a life insurance transaction with Equitable when analyzing the nature and risk of the policies. Equitable would not have issued the life insurance policies in the total amount of \$40,000,000 but for these representations in the Applications. In reliance on the representations made by Wells Fargo and the Insureds in the Applications, Equitable issued policies that it would not otherwise have issued had the misrepresentations been known and has therefore suffered harm.

24.

Through December 22, 2006, the premiums paid for Policy Nos. 156 212 029 and 156 212 030 totaled \$2,503,480.00.

25.

Through December 22, 2006, the premiums paid for Policy Nos. 156 212 032 and 156 212 033 totaled \$3,031,704.00.

26.

On December 22, 2006, Equitable mailed notices of rescission to the Trustee and Owner of the policies, Wells Fargo. The notices of rescission specifically identified the material misrepresentations contained within the Applications and known to Equitable at that time. True and accurate copies of these notices of rescission are attached hereto as Exhibits 9 and 10, and incorporated herein fully by reference. Equitable enclosed a full refund of all of the premiums paid by Wells Fargo for the subject life insurance policies, with interest.

27.

The refund checks issued by the Equitable, in the total amount of \$5,644,633.52, have not been cashed or deposited.

COUNT I – Declaratory Relief Pursuant to O.C.G.A. § 33-24-7(b)(1)

28.

Equitable incorporates by reference paragraphs 1-27 above, as if fully set forth herein.

29.

There is an actual and justiciable controversy between Equitable and Wells Fargo in this case growing out of the Equitable's rescission of the contracts of insurance on the basis of the Insureds' and Wells Fargo's false and material misrepresentations in the Applications.

30.

The above representations of material fact made by the Insureds and Wells Fargo regarding the net worth of the Insureds, the absence of their intent to transfer

the policy, the absence of their intent to finance the policy premiums, and the absence of any inducement for them to enter into a life insurance transaction with Equitable were, upon information and belief, false. Upon information and belief, the Insureds and Wells Fargo knew, or alternatively should have known, that each such representation of material fact set forth above was false.

31.

Upon information and belief, Wells Fargo and the Insureds submitted the Applications and made the material misrepresentations with the intent to induce reliance by Equitable on such representations and to induce Equitable to issue the life insurance policies in the amount of \$40,000,000 as described above.

32.

The misrepresentations and incorrect statements by Wells Fargo and the Insureds in the Applications were fraudulent and prevent recovery under the subject life insurance policies in accordance with O.C.G.A. § 33-24-7(b)(1) and applicable Georgia law.

33.

Although Equitable has sent Wells Fargo checks refunding the paid premiums with interest, Wells Fargo has refused to cash or deposit those funds.

Based upon the foregoing, and upon information and belief, Equitable believes that

Wells Fargo, as Trustee of the subject Insurance Trusts, and as the Owner of the policies, disputes that rescission is valid or appropriate. Equitable seeks a declaration that the insurance policies as issued are void.

34.

The declaration of rights pursuant to 28 U.S.C. §§ 2201 and 2202 would alleviate the uncertainty facing Equitable as to whether the life insurance policies have been rescinded and are void *ab initio*, due to the misrepresentations.

COUNT II – Declaratory Relief Pursuant to O.C.G.A. § 33-24-7(b)(2)

35.

Equitable incorporates by reference paragraphs 1-27 above, as if fully set forth herein.

36.

There is an actual and justiciable controversy between Equitable and Wells Fargo in this case growing out of Equitable's rescission of the contracts of insurance on the basis of the Insureds' and Wells Fargo's false and material misrepresentations in the Applications.

37.

The above representations of material fact made by the Insureds and Wells Fargo regarding the net worth of the Insureds, the absence of their intent to transfer

the policy, the absence of their intent to finance the policy premiums, and the absence of any inducement for them to enter into a life insurance transaction with Equitable were, upon information and belief, false. Upon information and belief, the Insureds and Wells Fargo knew, or alternatively should have known, that each such representation of material fact set forth above was false.

38.

Upon information and belief, Wells Fargo and the Insureds submitted the Applications and made the material misrepresentations with the intent to induce reliance by Equitable on such representations and to induce Equitable to issue the life insurance policies in the amount of \$40,000,000, as described above.

39.

The misrepresentations and incorrect statements by Wells Fargo and the Insureds were material either to the acceptance of the risk or to the hazard assumed by Equitable and prevent recovery under the subject life insurance policies in accordance with O.C.G.A. § 33-24-7(b)(2) and applicable Georgia law.

40.

Although Equitable has sent Wells Fargo checks refunding the paid premiums with interest, Wells Fargo has refused to cash or deposit those funds.

Based upon the foregoing, and upon information and belief, Equitable believes that

Wells Fargo, as Trustee of the subject Insurance Trusts, and as the Owner of the Policies, disputes that rescission is valid or appropriate. Equitable seeks a declaration that the insurance policies as issued are void.

COUNT III – Declaratory Relief Pursuant to O.C.G.A. § 33-24-7(b)(3)

41.

Equitable incorporates by reference paragraphs 1-27 above as if fully set forth herein.

42.

There is an actual and justiciable controversy between Equitable and Wells Fargo in this case growing out of Equitable's rescission of the contracts of insurance on the basis of the Insureds' and Wells Fargo's false and material misrepresentations in the Applications.

43.

The above representations of material fact made by the Insureds and Wells Fargo regarding the net worth of the Insureds, the absence of their intent to transfer the policy, the absence of their intent to finance the policy premiums, and the absence of any inducement for them to enter into a life insurance transaction with Equitable were, upon information and belief, false. Upon information and belief,

the Insureds and Wells Fargo knew, or alternatively should have known, that each of such representations of material fact set forth above, was false.

44.

Upon information and belief, Wells Fargo and the Insureds submitted the Applications and made the material misrepresentations with the intent to induce reliance by Equitable on such representations and to induce Equitable to issue the life insurance policies in the amount of \$40,000,000, as described above.

45.

Absent the misrepresentations and incorrect statements by Wells Fargo and the Insureds, Equitable would not have issued the policies, would not have issued the policies in as large an amount, would not have issued the policies at the premium rate as applied, and would not have provided coverage with respect to the hazard if the true facts had been known as required by the Applications. The misrepresentations and incorrect statements by Wells Fargo and the Insureds in the Applications prevent recovery under the subject life insurance policies in accordance with O.C.G.A. § 33-24-7(b)(3) and applicable Georgia law.

46.

Although Equitable has sent Wells Fargo checks refunding the paid premiums with interest, Wells Fargo has refused to cash or deposit those funds.

Based upon the foregoing, and upon information and belief, Equitable believes that Wells Fargo, as Trustee of the subject Insurance Trusts, and as the Owner of the policies, disputes that rescission is valid or appropriate. Equitable seeks a declaration that the insurance policies as issued are void.

WHEREFORE, Plaintiff respectfully prays that:

- 1. Judgment be entered on Plaintiff's behalf declaring that the subject life insurance policies have been rescinded and are void *ab initio*.
- 2. Plaintiff be awarded such other and further relief as the Court deems just and proper.

Respectfully submitted this 13th day of November, 2007.

KILPATRICK STOCKTON LLP Suite 2800, 1100 Peachtree Street Atlanta, Georgia 30309-4530 (404) 815-6500 gmurphy@kilpatrickstockton.com jleonard@kilpatrickstockton.com mkaeding@kilpatrickstockton.com aperez@kilpatrickstockton.com George L. Murphy, Jr. Georgia Bar No. 530376 James J. Leonard Georgia Bar No. 446655 Michael A. Kaeding Georgia Bar No. 405779 Adria L. Perez Georgia Bar No. 141306

/s/ James J. Leonard

Attorneys for Plaintiff
AXA Equitable Life Insurance Company

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

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CERTIFICATE OF SERVICE

This is to certify that I have this day electronically filed the within and foregoing **SECOND AMENDED COMPLAINT** with the Clerk of Court using the CM/ECF system which will automatically send email notification of such filing to the following attorneys of record:

Jeffrey D. Horst, Esq.
horst@khlawfirm.com
David A. Sirna, Esq.
sirna@khlawfirm.com
Krevolin & Horst, LLC
1175 Peachtree Street, N.E.
100 Colony Square
Suite 2150
Atlanta, GA 30308

This 13th day of November, 2007.

KILPATRICK STOCKTON LLP

1100 Peachtree Street, Suite 2800

Atlanta, Georgia 30309

Telephone: (404) 815-6500 Facsimile (404) 815-6555

Email: mkaeding@kilpatrickstockton.com

/s/ James J. Leonard

James J. Leonard

Georgia Bar No. 446655

Attorney for Plaintiff

AXA Equitable Life Insurance Company

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

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EXHIBIT 1 to Second Amended Complaint

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EV 227-482 / 188-3378 Application Amendment AMIGV-2004 App

156212029

AMENDMENT TO APPLICATION

Name of Proposed Insured	MALI KOENIG		_	Application Deted MAY 12, 20
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AXA Equitable Life Insurance Company
1290 Avenue of the Americas
New York, NY 10104

C) MONY Life Insurance Company of America 1290 Avenue of the Americas New York, NY 10104 Application For Life Insurance Part I Form No LIFEAPP GAVOR (2005)

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•	If the Proposed Insured and/or policy owner is not a U.S. Person (U.S. Citizen or U.S. Corporation, Partnership, or Trust established or organized under the laws of a state of the United States) then he, she or it may have to provide additional documentation, including IRS form W-8 BEN
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8 2. D E. F G	To select dividend options on EWL or Riders on all Non VUL Plans complete Optional Beaefits Supplement.) Complete for UL or VUL only (1) Death Benefit Option (2) Planned Penodic Premium (2) Planned Penodic Premium (3) (2) Planned Penodic Premium (3) (2) Planned Penodic Premium (3) (3) Cash Value Accumulation Test Premium Mode (4) Annual (3) Semi Annual (4) Quarterly (5) Monthly Or System Matic (Complete S M form and check applicable box) (4) Quarterly (only available for UL and VUL) (5) Monthly Salary Allotment (1) Unit Name (2) Unit/Sub Unit No (3) Unit Register Date (5) Specify Allotus name if other than insisted in Remarks) Date Policy to save Insured Age? (7) Yes (4) No 1 Do you, the owner, intend to use or transfer the policy for any type of pre-death financial settlement, such as viabical settlement, senior settlement, if any other secondary market? (7) Yes (5) No 2 Have you, the owner or any Proposed Insured other than the owner, in the past 5 years sold a policy to a life settlement, vialical, or other secondary market provider? (7) Yes (5) No
B C. D E. F G	To select dividend options on EWL or Riders on all Non VUL Plans complete Optional Benefits Supplement.) Complete for UL or VUL only (1) Death Benefit Option (2) Planned Penodic Premium (3) Planned Penodic Premium (3) Planned Penodic Premium (3) Planned Penodic Premium (4) Premium (5) Planned Penodic Premium (5) Premium (6) Premium (7) Pr
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3) E. F S	To select dividend options on EWIL or Riders on all Non-VUIL Plans complete Optional Benefits Supplement.) Complete for UL or VUIL only (1) Death Benefit Option (Pacific Death (Premium S. 1 2 S. 1 740) Definition of Life Insurance Test. Complete for AUL II, II, II, COLI '04 (S. Guideline Premium Test) (Cash Value Accumulation Test) Premium Mode (A. Annual) (Semi Annual) (Quarterly) (Monthly) Or System Matic (Complete S. M. form and check applicable box) (Quarterly) (only available for UL and VUL) (Monthly) Salary Alfolter name if other than insured in Remarks) Date Policy to save Insured Age? (Yes (A.No)) 1. Do you, the owner, intend to use or transfer the policy for any type of pre-death financial settlement, such as viabical settlement, senior settlement, life sentlement, or any other secondary market? (Complete S. No) 2. Have you, the owner or any Proposed Insured if other than the owner, in the past 5 years sold a policy to a life settlement, viatical, or other secondary market provider? (Yes (No)) Any other life insurance row in effect or application now pending? (Yes (No)) Will the coverage applied for replace or change any life insurance or annualies? (Yes (No)) Amount \$
3) E. F S	To select dividend options on EWIL or Riders on all Non-VUIL Plans complete Optional Benefits Supplement.) Complete for UL or VUIL only (1) Death Benefit Option (Pacific Death (Premium S. 1 2 S. 1 740) Definition of Life Insurance Test. Complete for AUL II, II, II, COLI '04 (S. Guideline Premium Test) (Cash Value Accumulation Test) Premium Mode (A. Annual) (Semi Annual) (Quarterly) (Monthly) Or System Matic (Complete S. M. form and check applicable box) (Quarterly) (only available for UL and VUL) (Monthly) Salary Alfolter name if other than insured in Remarks) Date Policy to save Insured Age? (Yes (A.No)) 1. Do you, the owner, intend to use or transfer the policy for any type of pre-death financial settlement, such as viabical settlement, senior settlement, life sentlement, or any other secondary market? (Complete S. No) 2. Have you, the owner or any Proposed Insured if other than the owner, in the past 5 years sold a policy to a life settlement, viatical, or other secondary market provider? (Yes (No)) Any other life insurance row in effect or application now pending? (Yes (No)) Will the coverage applied for replace or change any life insurance or annualies? (Yes (No)) Amount \$
B Z D E. F G H. L	To select dividend options on EWL or Riders on all Non VUL Plans complete Optional Benefits Supplement) Complete for UL or VUL only (1) Death Benefit Option (3) Option A Option B (2) Planned Penodic Premium (3) TUO Definition of Life Insurance Test Complete for AUL II, II, IL COLI '04 Monthly Or System Matic (Complete S M form and check applicable box) Quarterly (only available for UL and VUL) Monthly Salary Allotment (1) Unit Name (2) Unit/Sub Unit No (3) Unit Register Date Specify Allotte name if other transmissed in Remarks Date Policy to save Insured Age? Yes Monthly 1 Do you, the owner, intend to use or transfer the policy for any type of pre-death financial settlement, such as viabical settlement, senior settlement, life settlement, or any other secondary market? DYes DY
B C.D E. FG H. I.	To select dividend options on EWL or Riders on all Non VUL Plans complete Optional Berjefits Supplement.) Complete for UL or VUL only. (1) Death Benefit Option. GR.Option A

AMIGV 2005 A

3 E	ENEFICIARY/OWNER								
A.	Beneficiary (Total designation must be Beneficiary Full Name Primary (10) Kivenic Jasua			Dalelin	schio to incu	rad	Pe	cestage	
	Contingent								-
									-
B.	Owner (The Owner of this policy is the Provide the Applicant's name, address an	insured unless o	therwise specific (florest from the in	e d below. I reward and	inter Hame O	SUCCESSOF ON Tracks Section	mer in Remarks.)		
			medera acon pre n	DOMED WIN	Umia, III na	INDING SCUBAL			
	If the Owner is the Trust provide the name	1 07 1000	in Triet A	5000	146	Carral Carren	fa-TIN I	bo too bo	
	Owner's Name, Mali Koenia Address Street <u>Wels Fargo Shi</u> (Baling notices will be sent to the Owner'at this addre	NK NA 40	O Northide	o Kal	Atla	of G State	e 60 71	redacted Code うりろ	50
	(Billing notices will be sent to the Owney at this address	ss unless otherwise dire	ceed in Remarks Seculo	n)		-	~		
	U S Crizen? D Yes D No I No, Count	by	U.S. Visa type	F	azabout a ou f)\$ Visa I	f d :	years m U S	~
	Relationship to Insured				Date of Br	th			
	Name of Trustee(1)e 15 Fo/ 9 o. If the policy owner is not a U.S. Person (1	BANK, N.	7.		Date of Tn	st Agreement_	3.//06		- d Ch-h-
•	If the policy owner is not a U.S. Person (L then he, she or it may have to provide ad	JS Citizen or US ditional documental	Corporation, Partition, including IRS	nersnip, or Form W-8 i	inisi esiadisi BEN	ned or organize	o unoer une laws or a	i state of the Unit	eo State
)	ENERAL INFORMATION (Proposed List details of all answers in the Remarks	insured)							
A.	Ever had a driver's license suspended or drawns under the influence of alcohol or d	revoked, or within t trucs?				or negligent dr	wing or	C3 Yes	₹Ø No
В.	(If "Yes", include dates, types of violations Any plans to travel or reside outside the U	s, and reason for st Inted States?		cation in Re	marks)			[] Yes	BE-No
	(If "Yes", complete Foreign Residence an	d Travel Suppleme	nt)						
C.	Have you been disabled for 2 or more we	eks within the last :	2 years?					C) Yes	DE NO
D.	in the last year flown other than as a pass (If "Yes", complete Aviation Supplement.)	senger or plan to di	0 507					O Yes	€ 100
E.	Ennaned within the last year or any plan i	to engage in inotor	racing on land or	water, unde	rwater diving.	skydiving, balli	ooning,		
_	hang dicing, parachuling or llying ultra lig	ght aircraft or other	hazardous sports	or hobbies	7		•	□ Yes	PL No
_	(If "Yes", complete Avocation Supplement in the last 10 years Ever had an applicable	l) na for Ho or books	mercanno that wa	e darlinad	recured an e	etra nromum o	other modification?	□ Yes	IRL No
F.	In the last 10 years Ever had an applicati (N "Yes", state companies and provide ful	on for me or neam. I details in Remark	NISCHANICE WAN MA	is occinicu,	acquired on e	viia hienwaii d	DURCH SHOURK BUOTI	C) (S)	mC,ino
G.	In the last 10 years, have you been convi	icted al, or pled 'no	contest" to a felor	ny?				D) Yes	No.
	(il "Yes" in "Remarks", state full details of	offense and penal	ry, with dates)	Phat.	Time	A	a Oussaldu d'annales	France	
H. L	Do you currently use any form of tobacco Have you ever used any form of tobacco	or nicotine product or nicotine amiduct	? DYes	DEC No	Type	Av	g Quantity / packs_ le Ceased	riequei	· · · · · · · · · · · · · · · · · · ·
	NEDICAL INFORMATION (Proposed			te this se	•				
	Height 5 Ft. I in Weight 12		. Hote. Complete			a parameter	ar or medical exa	iii is being ord	
A. B.	Personal Physician Name_pleas	800-	Temac	JQ					
r	Address /				~ _				-
D,	Date and Reason for Last Visit in the Last	5 Years	in cha	<u> </u>	500	wagin	etav-	10 JeB 0	١
E.	What treatment was given or recommends Proposed Insured:	ed" (II none, so siz	lie)				· · · · · · · · · · · · · · · · · · ·		
rias F.	r-roposeu misureu: In the last 10 years, ever had or been trea	ted for heart trouble	e, stroke, high bloi	od pressuri	, chesi pain, i	diabetes, tumor	. cancer.		
	respiratory or neurological disorder?							☐ Yes	EK No
G.	in the last 5 years, consulted a physician,	or been examined	or treated at a hos	spread or oth	er medical lac	illy?		∹ X ∫Yes	D) No
	Also include medical checkups in the last	2 years Do not in	clude colds, minor	injunes or	normal pregni	ancy)			
H	In the last 10 years		- France bankstoon	lac or other	endabane w				
	 Used, except as legally prescribed by mood altering drugs, heroin, methad 	hae or other name A shirkstriait it aird	pincers, voiviluien res amphetamine	e or oliher s	imulants or:	anjuonia, cucani anv niher illensl	e, namuriogens or o or controlled substan	NUICT NCGC?	
	(If "Yes", complete Substance Usage		ou, unprecuna	J 4 05.01 0		, 02 to 12 Jul	or conspice success		TEXNO
	2 Received counseling or treatment re-	garding the use of a	alcohol or drugs in	icluding att	endance at m	eelings or memi	bership in any		- •
	self-help group or program such as /	Alcoholics Anonyme	ous or Narcobes A	nonymous	7				
	(If "Yes", complete Substance Usage	Supplement.)						☐ Yes	EN
L	In the last 10 years, been Dragnosed with, or treated for, Acquir	rad Immuna Dolini	ocy Syndrame (A)	IDS) or Alf	C.Poisted Cr	umley (ADC) h	edt in volmom e v		
,	medical profession?	ON THREE PERCE	and distance (N	iooj ui riil	O-MERICO (A)	unducy face() p	, व गायासम्ब स ४१६	C) Yes	PAN
j	Family History Age	e il Living	Cause of Dead	h				Age at D	eath
	Father		ww		Deny	w Combs			
	Mother		W.			~ vamps	·		
	Sibling		1						

Question No.	Mness, Treatment, and Number of Att finclude specific diagnosis and medi	' 1	Onset Date	Recovery Date	If disabled, How long?	Doctor, Clinic, and Phone Nur	-	omplete Address,
····								
								
								
					<u> </u>			
			}		 			
					L			
ARKS de details owner is	for any of the questions, and any of the Qualified Plan, please indicate the	other additional rem e qualified plan and	narks. I type	(Attach signed profess	additional sho and dated by l ional.)	et of paper if n he Proposed in	ecessary; a sured, Own	nd it must be er, and financia
OC		941 - 5 60	00		D			718-376.
46	5 Ocean PKW	1			2	<u>350 </u>	OCEAN	PKWY
Bro	OK lyn, W.	11218			B(00Kly5		
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COMPLET	E IF MONEY IS PAID WITH THE PO	LICY:						
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las the un	d with this Application \$O dersigned read, signed and received. Agreement, including	a copy of the Tempor	rary Insu	rance Agre	ement, and do	they agree to the	conditions	of the Temporary
	quirement that all of the conditions in	that Aureement must	t be met	before any	lemporary insu	ance takes effe	ct and	
•	.000,000 insurance amount limitation	•			• • • • • • • • • • • • • • • • • • •		•	
iii) that th	e Person Proposed for Insurance is a	t least 15 days of ag	e and no	t older than	75 years of ag	e7	1 2) Yes	□ No
	any Person Proposed for Insurance has b					ndrome	•	
(ARDS) or Al	DS Related Complex (ARC) by a member a stroke, or a heart attack within the last y	r of the medical profess	sion withir	the last 10	rears or			
MU CAIXES.	a sourc, or a near allock music section)	реан, а ртениции нау н	ut ve par	i beroie die f	nuncy is delivered			
	Fach somer of this application agrees tha	A						
EEMENT.	Each signer of this application agrees that							
EEMENT. i) The sta	Each signer of this application agrees that tements and answers in all parts of this nitins application.		nd comple	le We (the t	Company check	ed on page 1 of th	is application) may rely on then
EEMENT. 1) The state acting of the Te	tements and answers in all parts of this	application are true an	be met l	before any m	nsurance takes e	flect if money is	paid before t	ne policy is deliver
EEMENT. The state acting of the Temporal Exception it is (our) to	tements and answers in all parts of this rithis application. Imporary Insurance Agreement states the	application are true an e conditions that must or benefit applied for u reement, no insurance urance is (are) living: (be met li nder the t shall tak (b) before	before any memory of a gu erms of a gu e effect on the any Registe	isurance takes e aranteed insurab is application: (a red Date specific	ffect if money is filty option or a co) until a policy is o is in this application	paid before it nversion privil letivered and on, and (c) un	ne policy is deliver ege the kull initial premi less to the best of

(5) I acknowledge receipt of the Living Benefits Brochure (Accelerated Death Benefit Rider Brochure), where applicable

AXA Equitable Life Insurance Company

☐ MONY Life Insurance Company of America

ACKNOWLEDGEMENT OF UNDERWRITING PRACTICES

I (we) acknowledge that I (we) have received a statement of the Underwriting Practices of the Company (les) which describes from whom and why the Company (les) obtains information on my (our) insurability, to whom such information may be reported and how I (we) may obtain it. The statement contains the notice required by the Fair Credit Reporting Act.

AUTHORIZATIONS

TO OBTAIN HEALTH INFORMATION

1 (we) authorize any physician, hospital, clinic, medical practitioner, medical testing laboratory, pharmacy or other health care provider, health plan or insurance company (including our Company, with respect to other coverages), or any prescription drug or pharmacy benefit manager or administrator, and the Medical information Bureau to disclose to the Company (ses) and its authorized representatives any and all information, whether fact or opinion, they may have about any diagnosis, treatment, prognosis, genetic test records, findings and/or results regarding my (our) past, present or future physical or mental condition.

TO OBTAIN NON-HEALTH INFORMATION

I (we) authorize any employer, business associate, government unit, financial institution, consumer reporting agency, the Medical Information Bureau, my (our) insurance agency and my (our) financial professional to disclose to the Company (les) and its authorized representatives any information they may have about my (our) occupation, avocations, finances, driving record, character and general reputation. I (we) authorize the Company (res) to obtain investigative consumer reports, as appropriate.

PURPOSE OF AUTHORIZATIONS

I (we) understand that the information obtained will be used by the Company (ies) to determine my (our) eligibility for life insurance coverage and such other uses specified in accordance with the Underwriting Practices attached to this application, information may be disclosed to the Medical Information Bureau (MIB) who, upon request, may disclose such information about you in its file to another member company with whom you apply for life or fealth insurance or to whom a claim for benefits may be submitted; when requested by a government agency; in connection with a legal or arbitration proceeding; or for other purposes as required or permitted by applicable law. If a policy is issued to me (us), this information may also be used in the future to administer my (our) policy and process claims made under the policy.

I (we) understand that the Company (les) is conditioning the issuance of coverage on the provision of this authorization, and that, while I (we) may refuse to sign this authorization, my (our) refusal to do so could result in coverage not being issued

ADDITIONAL AUTHORIZATIONS

You have advised me (us) that the Company (ies) may request additional authorizations in order to obtain the information the Company (ies) needs to complete its review of my (our) application and, if the policy is issued, in connection with any claim asserted under the policy, I (we) understand that I (we) am (are) not obligated to provide these additional authorizations but that, if I (we) choose not to provide them, this application and any claim made under the policy, if issued may be rejected.

Unless otherwise revoked, I (we) agree that this authorization will expire on the earlier of the date that the Company (ies) declines my application for coverage or, if a policy is issued, 24 months from the date of my (our) application. I (we) understand that I (we) may revoke my (our) authorizations at any time, except to the extent that the Company (ies) has taken action in reliance on this authorization, this application and any claim made under the policy, if issued, may be rejected. My (our) revocation must be submitted in writing to: Chief Underwriter of the Company checked above and on the front page of this application, 1290 Avenue of the Americas, New York, New York 10104.

I (we) have a right to ask for and receive true copies of this Acknowledgement and Authorization Form and all other authorizations signed by me (us). I (we) agree that reproduced copies will be as valid as the original.

FOR THE APPLICANT'S PROTECTION, THE LAWS OF CERTAIN STATES REQUIRE THIS NOTICE: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HEISHE IS FACILITATING A FRAUD AGAINST AN INSURER, FILES AN APPLICATION OR CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT AS TO ANY MATERIAL FACT MAY BE GUILTY OF INSURANCE FRAUD, WHICH MAY RESULT IN LOSS OF COVERAGE UNDER THIS POLICY AND MAY SUBJECT. THE APPLICANT/CLAIMANT TO CRIMINAL PROSECUTION.

SOCIAL SECURITY OR TAX LD. NUMBER CERTIFICATION.—UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT (I) THE NUMBER SHOWING ON THIS FORM IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER, AND (I) I AM NOT SUBJECT TO BACKUP WITHHOLDING BECAUSE (A) I AM EXEMPT FROM BACKUP WITHHOLDING OR (B) I HAVE NOT BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE (IRS) THAT I AM SUBJECT TO BACKUP WITHHOLDING AS A RESULT OF A FAILURE TO REPORT ALL INTEREST OR DIVIDENDS OR (C) THE IRS HAS NOTIFIED ME THAT I AM NO LONGER SUBJECT TO BACKUP WITHHOLDING, AND (III) I AM A U.S. PERSON (INCLUDING A U.S. RESIDENT ALIEN).

CERTIFICATION INSTRUCTIONS: You must cross out them (II) above If you have been notified by the Internal Revenue Service that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN THE CERTIFICATION.

(ne), the undersigned, by my (out) signature(s) below undersize the Acknowledgement and Authorization; and at City (AAA)	and that I (vie) am (are) agreeing to all the terms en ルカルションと	d conditions of this application, including, but not limited t [2] 2-2-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3
late CEXA	Signature of Proposed Insuled, Applicant, Library property insured & a Child, sale Area Library (March 1997)	oparensi guarden 1942 (1811), topen ja Ensyraneus Trustl 1950 (1811), topen ja Ponnik ja va Valendaria 1860 (1811)
=112.100	Signature of Owner or Applicant is not Phys (If corporation, print firms name and signal (If trust, signalure of frustee.)	
inancial Professional to complete this section:		
ill any existing insurance be replaced or changed for has it be f-yes! give details		
ceitify that I thave asked and recorded completely and accurate at has not been recorded herein. have witnessed the signature required on fully comp		ed application Part.1, and know of nothing affecting the ristal saure required on fully completed Part.1, (Explain below)
The little same property and sind a sadding any said accel		

AMIGY-2005 A

Application Part 2 To: AXA	Equitab	io I	Life insurance C	ompanv Redacted	Pass port
MAXA []	Life and	I AI	mility Combany	Not to Policy Change I	
2 a Erronnead Instance Springer	Hone teld		Last Harm h.	Holotte to its	- Wekht bs. edacted
(Planse Print) Mall.				Brodel N L	14
2. a. Name and address of personal physician (or medical facility used instead): (if none, so state)	_Da		Kayser-		<u>υ΄ρ.</u>
b. Date and reason last consulted if within the last 5 y			none	1/10 00 (8 0.00	
o. What weement was given or recommended? (V no	and marked 1		10 nounds in the less	8 Inconfed	
(For all "Yes" assumes to Questions 3-8, choice from 5 3. Has Proposed Insured over had or been treated for			/ B. Chine than me bising	in answers to Clustions With the last 5 years:	2-6,1m2 Yea N
a. Disease or depreter of eyes, ears, nose or times? b. Disziness, fainting, convubilities; purelysis or et	u	Ø	e. Consulted or both	expensioned or troubed by a	un bydat-
I northerin detribionical or accommit distant	MICE;	H	/ cinn or practitioner? ta, Had any litness, inju	rv. or surcery?	
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disease or disorder? d. Chest pair, publishin, high blood pressure, these	metio		a them advised to h	ave any diagnostic 1061, surgery which was not co	hospitol
fover, heart summer, heart stank or other diseas disorder of the heart or blood vessels?	200 M	ø	3. a. Has Proposed in	cured, within the last 12 m	
in licer harrie colife reactive blooding inunction,	here-		(f) Smoked ciga	rethos? or two of tuberon #55-a fo	9 (7 2 () <i>(dist</i> eb)
ormoids, or other disease or deceder of the star intestines, liver or gallbladder?	mmen,	H	b. Has Proposed in	er form of tobacco (Give fu named, within the last live)	100000) () 1 /92/6:
L. Suger, albumin, blood or pue in utino; stone or	other		(i) Smoked ciga	retres?	ם פ
disease or discreter of tidiney or bladder? g. Disbetes; eyet, asser, or cancer; styrold or glan	NATE /	100	(II) Used stry our	er form of tobacco (Give A) App	Ape a
discretor; side dispass or disorder?	_ _	D	10. Family History	LMng Cause of D	leath Deeth
h. Neuritis, estimits, gout, or disease or disorder or protective or bonce, including the back, or joints?		团	Futtus:	Parties -	Honb 20-8
L. Deformity, terremons or arreputation?		Ø	Brothers/Sisters VA	79 ULTSRE PAR	- 1K 10
J. Allergies, enemia; other blood or lymph disease of order?		Ø		ANSWERS. Incidde: Limord, M. Results, Iv. 1	
K. Disorder of prostate, reproductive organs, bri menatrustics or pregnancy//	earts,	ø	v. Names and Addres	ses of all attending phys	alciens and medic
4. Is Proposed Insused now under observation or t	elding /			space is needed, please of witnessed as below.)	
#eatment? 5. Has Proposed Insured, within the last 10 years. be			38 Hobert D	n borderubs	L PARALD.
a. Tested positive for exposure to the h	Uman	1	with dist	occas. He	, Kodii
immunodeficiency virus (HIV) or been diagnose having acquired immune deficiency syndroms (/			4 Bubs As	W, VII 0 2	- His
or AIDS-related Complex (ARC) caused by the infection or other sickness or condition derived			so on to	sec-quo ru	and lubble
euch infection?		R		addites not	
 Has Proposed Insured, within the last 10 years: Used, supept as legally precepted by a physician. 	tran-		MIA MUNDA	num wither	act NL,
CENTERS; buildings or other socialives; mark	rene _r	1	Don source 2701	TOURS CAUSO &	1 orever en
i cocaine, hallucinogens or other mood-eitering of heroin, methodone or other tempolics; emphetamin			PO PARKY CO.		
other edinutents; or any other Mogal or controlled stances?		R		owingly and with intent to	
b. Received courseling or treatment regarding the ti	use of			rer files a statement of cla no any falsa, incomplete, s	
alcohol or daugs? 7. Heg Proposed Insured's weight changed by more	Then D	RO		of a letery of the third de	
The above statements and answers are true an		-	e beet of my knowledde:	and belief. I agree that su	ch statements
and enswers shall be part of the application to The insurer may rely on them in ac	or insurance	26 P	education begins the begins the begins	or reinstatement, as the c	age may be.
Dated in Miami Bouch	क्ष ग	01	OG X Maki	2000	
chy state		Deir	W. ///	Physician of Prosperd Iteration	* m
Witness (Must be Examine	or physical	/ ech		6-16-16-16-16-16-16-16-16-16-16-16-16-16	

180-M205N-FL

E5722_5

CAT. #12690

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

AXA EQUITABLE LIFE INSURANCE COMPANY;)	
Plaintiff,	,	CIVIL ACTION NO.: 1:07-cv-0512-MHS
V.)	
WELLS FARGO BANK, N.A., AS TRUSTEE OF THE MALI KOENIG INSURANCE TRUST 05/11/06, AND AS TRUSTEE OF THE BENZION KOENIG INSURANCE TRUST 05/11/06))))	
Defendant.)	

EXHIBIT 2 to Second Amended Complaint

	AIVLE	ATCIAT TO WE	PLICATION	
Name of Proposed Insured:	Mali First Middle Initial	Koenig Tant	Application Dated	06
Policy or Contract No		Tel:		
Van			SURANCE COME	
 Do you intend to fix copy of the fixancia 		quired to pay for this polic	ry through a financing or los	n agreement? (If Yes, substant a
Losn	(% of premium) identi Mymest Schedule the collateral used			
Existing	(% of premium) life insurante polity or conti lavertments			
Are you, the Owner transaction? (If ye	r. Proposed Inwed. or any p as, describe the Inducement)	person or entity, being pai	d (cesh, services, etc.) as an	inducement to enter this this
Balait Plenning.	son you are purchasing this			•
1	off the spicements and submits to be considered as the bar	L. Con and as not of the R	oncy or contract. To the bes	appheation and this amendment t of my (our) knowledge and thange, true and complete as of
Dated st	rooklyn	(5(ate)		(Date)
Signature of Purchs	aser, if other than Appli	can	× Mali K Signature of Applica	esng
AGENT:	agu: agrncy	7 ;		

EV 237-402 / 180-237E Application Amendment AMIGV-3005 App

156212030

AMENDMENT TO APPLICATION

Proposed Insured_	MALI KOENIG	Middle Initial	Lan	Application Dated_	
Policy No	156 212 030		•		
	TO AXA EQUIT	ABLE LIFE IN	SURANCE	COMPANY	
The se	milestion le hereby as	nended by the und	ersigned in th	ne following particulars:	
•	INSURED'S SOCIA	•	•		
1000 ,	1,00,000				
	_				
This amendment :	is to be taken as a pa unendment thus take	art of said applicat on as a whole are t	ion, subject t o be conside:	o the agreement therein red as the basis for and	comained; so as a part of t
olicy. To the bast	of my knowledge a	and bellet, in all	other respec	is the statements and of the date of this ame	answers in t
bbucanou continue	•	• •	•		
	Dated at	Brocklyn	NI	<u> </u>	172100
		(C)A)	(State)	onS	
			* Moh	Abenis	
Signature of P	urchaser if other than	Applicant	****	Signature of Applican	t
		L			
Agent;					

ED ANA Equitable Life Insurance Company 1290 Avenue of the Americas New York, NY 10104

C) MONY Life Insurance Company of America 1290 Avenue of the Americas New York, NY 10104 Application For Life Insurance Part I Form No LIFEAPP GAYOR (2005)

	ROPOSED INSURED (Print Name as it is to appear on the policy) Please print in ink.
P	roposed Insured
L	Full Name First MQ // B. Gender. Male 18 Ferna
	Home Address' Redacted Redacted
	City/Municipality RT OOK Vn County/Pansh State NV Zip+4 Code Reducted
	City/Municipality Brookly Box or not actual residence, proof of residence required) City/Municipality Brookly Cope Reducted
	Home Phone No_ Redacted Best bine to Cal Best phone no to be contacted
	Date of Birth Romania SistoCounty)
•	Marital Status Single 17 Marined Widowed Divorced Separated H. Soc Sec No. Redacted
	Driver's Luc No State
	U.S. Citizen? Sit Yes. D. No. II No, Country U.S. Visa type Passport II or U.S. Visa II I of years in U.S.
,	Currently employed?
	Current Occupation(s) (1) Title: (2) Duties (3) How Long? (3) How Long?
	Employer Name N/A (1/10)
•	VIII Vetto
•	Employer Address Cay State Zap + 4 Code
١.	Annual Earned Income (Income from occupation) \$ //A P. Net Worth \$ 20 millury
•	If the Proposed Insured and/or policy owner is not a U.S. Person (U.S. Orizen or U.S. Corporation, Partnership, or Trust established or organized under the laws of state of the United States) then he, she or it may have to provide additional documentation, including IRS form W-8 BEN
	COVERAGE INFORMATION
	Plan of Insurance 4 T Amount of Insurance \$ 10,000,000
	(If survivorship policy, complete an application for each Proposed Insured. If VUL, must also complete VUL Supplement Supplement
	To select dividend options on EWI, or Riders on all Non VUL Plans
	complete Optional Benefits Supplement)
	Complete for U.L. on V.L. only (1) Death Benefit Option & Ci Option B
	Complete for UL or VUL only (1) Death Benefit Option (2) Planned Penodic Premium \$ 1,351740
	Complete for UL or VUL only (1) Death Benefit Option (a) Option A DOption B (2) Planned Penodic Premium \$ 1,251740 Definition of Life Insurance Test. Complete for AUL II, IL, IL COLI '04 DGuideline Premium Test D Cash Value Accumulation Test
	Complete for UL or VUL only (1) Death Benefit Option To Option A DOption B (2) Planned Penodic Premium \$ 1,351740 Definition of Life Insurance Test. Complete for AUL II, IL IL COLI '04 D Guideline Premium Test D Cash Value Accumulation Test Premium Mode: JE(Annual D Semi-Annual D Quarterly D Monthly
	Complete for UL or VUL only (1) Death Benefit Option (a) Option A DOption B (2) Planned Penodic Premium \$ 1,251740 Definition of Life Insurance Test. Complete for AUL II, IL, IL COLI '04 DCGuideline Premium Test D Cash Value Accumulation Test
	Complete for UL or VUL only (1) Death Benefit Option To Option A DOption B (2) Planned Penodic Premium \$ 1,251740 Definition of Life Insurance Test. Complete for AUL II, IL, IL COU '04 Di Guideline Premium Test D Cash Value Accumulation Test Premium Mode: DE Annual D Semi-Annual D Quarterly D Monthly Or System Matic (Complete S M form and check applicable box) D Quarterly (only available for UL and VUL) D Monthly Salary Allowand (1) Link Name (2) Link/Sub Link, No (3) Unit Register Date
•	Complete for UL or VUL only (1) Death Benefit Option To Option A DOption B (2) Planned Penodic Premium \$
	Complete for UL or VUL only (1) Death Benefit Option To Option A DOption B (2) Planned Penodic Premium \$
	Complete for UL or VUL only (1) Death Benefit Option To Option A DOption B (2) Planned Penodic Premium \$
	Complete for U.L. or VU.L. only (1) Death Benefit Option Tot Option A DOption B (2) Planned Penodic Premium \$\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}{3}\frac{1}\frac{1}{3}\fr
	Complete for UL or VUL only (1) Death Benefit Option To Option A DOption B (2) Planned Penodic Premium \$
	Complete for UL or VUL only (1) Death Benefit Option Tot Option A DOption B (2) Planned Penodic Premium \$
	Complete for UL or VUL only (1) Death Benefit Option Tot Option A Doption B (2) Planned Penodic Premium \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1.0 \$ 1
	Complete for UIL or VUIL only (1) Death Benefit Option Tot Option A DOption B (7) Planned Penodic Premiura \$
	Complete for UL or VUL only (1) Death Benefit Option 12 (Option A DOption B (2) Planned Penodic Premium 1
.). E. F. G. H. L.	Complete for UIL or VUIL only (1) Death Benefit Option Tot Option A Doption B (7) Planned Periodic Premiura \$

CAT# 133942

- Baraketery filmini making manyi na 1925. I isa kepinatis secimatin menendak berkinankali		
Beneficiary (Total designation must be 100%. Use Remarks section for additional Beneficiary Information.) Beneficiary Full Name Percent Percent ACC	12ge	
Contingeral:		
Owner (The Owner of this policy is the insured unless otherwise specified below. Enter name of successor owner in Remarks.)		
Provide the Applicant's name, address and Taxpayer ID, if different from the insured and Owner, in Remarks Section		
If the Owner is the Trust provide the name of the Trust.		
Course Name 1971. Knowing Trisproprie 1/1/2/105/1/2/6 Social Soci	cted	
Address, Street A 12 1/2 1/2 From Co Bank, N. A. 400 North February Add. Atlanta State Go Zip Con (Billing notices will be sent to the Owner at this address where disched in Remarks Section.)	6 303X	0
(0-Mag notices will be sent to the Downer at this address unless otherwise directed in Remarks Section.)		
U.S. Crizen? Di Yes. Di No. Who, Country U.S. Visa type Passport # or U.S. Visa # # of years	i an U S	_
Relationship to InsuredDate of Birth		
Name of Trustee(s) e As Fanas BANK, M.A. Date of Trust Agreement 5-11-06		
If the policy owner is not a U.S. Person (U.S. Caizen or U.S. Corporation, Partnership, or Trust established or organized under the laws of a state then he, she or it may have to provide additional documentation, including IRS form W-8 BEN	e of the Unit	ed State
GENERAL INFORMATION (Proposed Insured)		
List details of all answers in the Remarks section		
Ever had a driver's license suspended or revoked, or within the last 5 years, been convicted of reckless or negligent driving or		ه د ليس
driving under the influence of alcohol or drugs? (If "Yes", include dates, types of violations, and reason for suspension or revocation in Remarks.)	□ Yes	pd No
(it "res", anomale cases, types or violations, and reason for suspension of revocation in recitions) Any plans to travel or reside outside the United States?	☐ Yes	Ø No
(If "Yes", complete Foreign Residence and Travel Supplement)	W 703	1Q 110
Have you been disabled for 2 or more weeks within the last 2 years?	☐ Yes	₩ No
In the last year flown other than as a passenger or plan to do so?	□ Yes	E No
(If "Yes", complete Avration Supplement)		•
Engaged within the last year or any plan to engage in motor racing on land or water, underwater diving, skydwing, ballooning,		
hang gliding, parachuting or flying ultra-light aircraft or other hazardous sports or hobbies?	☐ Yes	No.
(II "Yes", complete Avocation Supplement.)		
In the last 10 years Ever had an application for Me or health insurance that was declined, required an extra premium or other modification? (If "Yes", state companies and provide full details in Remarks.)	☐ Yes	Ø No
In the last 10 years, have you been convicted of, or pled "no contest" to a lelony?	☐ Yes	DQ No
(II "Yes" in "Remarks", state full details of offense and penalty, with dates)		,
Do you currently use any form of tobacco or nicotine product?	Frequen	cy
Have you ever used any form of tobacco or nicotine product?		
erminat suranseavious &		
MEDICAL INFORMATION (Proposed Insured) Please Note. Complete this section even if a paramedical or medical exam is	pemg orde	ere a.
Height 5 Ft n. Weight 37 tos Personal Physician Name place So Cemacits		
Address		-
Date and Reason for Last Visit in the Last 5 Years No medical Chunes Stace TEBOG	2600	. الم
What treatment was given or recommended? (if none, so state)	" X 111.	<u> </u>
Proposed Insured.		_
In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, turnor, cancer,		
respiratory or neurological disorder?	□ Yes	EZÍ NO
In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility?	≯ Ø Yes	D) No
Also include medical checkups in the last 2 years. Do not include colds, minor injunes or normal pregnancy)		
In the last 10 years		
1 Used, except as legally prescribed by a physician, tranquilizers, barbiturates or other sedatives, manipuna, cocaine, haltucinogens or other		
mood aftering drugs, berow, methadone or other narcobos, amphetamines or other stimulants, or any other illegal or controlled substances?		ed s.
(If "Yes", complete Substance Usage Supplement) Received counseling or treatment regarding the use of alcohol or drugs including attendance at meetings or membership in any	C) Yes	DE No
self-help group or program such as Alcoholics Anonymous or Narcotics Anonymous?		
	☐ Yes	⊠ Nr
		ж,
(If "Yes", complete Substance Usage Supplement)		
(If "Yes", complete Substance Usage Supplement) In the last 10 years, been	□ Yes	≠ No
(If "Yes", complete Substance Usage Supplement) In the last 10 years, been Diagnosed with, or treated for, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC) by a member of the medical profession?	,	
(If "Yes", complete Substance Usage Supplement) In the last 10 years, been Diagnosed with, or treated for, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC) by a member of the medical profession? Family History Age if Living Cause of Death	☐ Yes	⊅(No
(If "Yes", complete Substance Usage Supplement) In the last 10 years, been Diagnosed with, or treated for, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC) by a member of the medical profession?	,	

Question No.	Miness, Treatment, and Humber of Attacks (include specific diagnosis and medication)	Onset Date	Recovery Date	If disabled, How long?	Doctor, Clinic, or Hospital Complete Addre and Phone Number
			-		
. " V					
	for any of the questions, and any other addition a Qualified Plan, please indicate the qualified pl	ial remarks. an and type	profess	ional.)	the Proposed Insured, Owner, and fit must be the Proposed Insured, Owner, and finar
	laiser 718-941-5600				heter 718-376-810
465				2350	
_Bcox	1x1/4, My / 1121X	<u>.</u>	t	रुक्कार	lyn Ny
<u> </u>	0-1 - 0 954 044				0. 0. 70.
DE	Coch 718-854-2144		- PIE	ase	see Contract
4815			#	15620	
Broc	Klyn Ny 11215				Doctors info.
COMPLET	E IF MONEY IS PAID WITH THE POLICY:				
<u> </u>			· · · · · · · · · · · · · · · · · · ·		
•	nd with this Application \$				
	idersigned read, signed and received a copy of the Agreement, including	Temporary In	surance Agre	ement, and do	they agree to the conditions of the Tempo
	Agreement that all of the conditions in that Agreeme	nt must be me	et belore any	temporary ins	urance takes effect, and
• •	1,000,000 insurance amount limitations, and				
(iii) that t	ne Person Proposed for Insurance is at least 15 day	s of age and	not older than	175 years of a	ge? 15√(es 13 No
(AIDS) or A	any Person Proposed for Insurance has been diagnosed IDS-Related Complex (ARC) by a member of the medica a stroke, or a heant attack within the last year, a premium	profession with	hin the last 10	years or	-
REEMENT.	Each signer of this application agrees that			_	
	elements and answers in all parts of this application are on this application	true and comp	olete We (the	Company check	ked on page 1 of this application) may rely on
(2) The To Tempo	emporary insurance Agreement states the conditions the rary insurance is not provided for a policy or benefit appli	at must be me ed for under th	t before any r e terms of a gr	nsurance takes Paranteed Insura	effect if money is paid before the policy is de ability option of a conversion privilege
for it is	as stated in the Temporary Insurance Agreement, no in paid white the person(s) proposed for insurance is (are) nowledge and belief the statements and answers in all p	बिशादुः (b) beli	ore any Registi	ered Date speci	fied in this application, and (c) unless to the bes

(4) No financial professional or medical examiner has authority to modify this Agreement or the Temporary Insurance Agreement. Or to waive any of our rights of requirements. We shall not be bound by any information unless it is stated in Application Part 1 or Part 2 (Paramedical or Medical exam)

(5) I acknowledge receipt of the Living Benefits Brochure (Accelerated Death Benefit Rider Brochure), where applicable

C MONTO LANGE MEAN PROCESS CONTROL OF THE PROCESS CONTROL OF THE SAME PROCESS CONTROL OF THE PROCESS CONTROL OF TH Repolity Ad AUTHORIZATIONS

TO OBTAINHEALTH METERMATION

TO OBTAIN FIEAL THINFORMATION

Tive) authorize any physical charc, released precisioner, medical testing labidatory, pharmacy or other health care provider fleatility for instructive any physical charcon described in pharmacy benefit interaction, they may have about any displaced information bureau to disclose to the Company (set) and is algumentated representatives any and all information, whether last advances, they may have about any displaces, inflamment, progness, generic restrictions, increase and any experience any encloses, increase and any experience any encloses and any experience and increase any encloses any physical or marked condition.

TO OBTAIN MONITEAL TRIPF CHINATION

I well sufficient any enclosers a marked to displace to the Company (set) and its authorized representatives any information they gray have about my constructioner, and my engineers any enclose the displaced of the Company (set) and its authorized representatives any information they gray have about my constructioners, increase any encourage and functional processors and period reputation. I (see) authorized representatives any information they gray have about my constructioners, increases any engineers and successors and successors and engineers and successors and successors and engineers and successors and successors and accordance and any information ordered with the successor of the physical and its animal and any engineers and successors and any engineers and accordance and engineers of the processor and any engineers and accordance and engineers of the processor and engineers of the government engineers and engineers of the processor and engineers and engineers of the processor and engineers and engineers. It is an engineer and engineers and engineers and enginee

ADDITIONAL AUTHORIZATIONS

ADDITIONAL AUTHORIZATIONS

You have advised me (us) that the Company lies) may request additional authorizations in order to obtain the information the Company lies) needs to complete its review of my (outh application and it the policy is issued, in cornection with any claim assented under the policy, ((we) understand that if (we) are just build place to provide these additional authorizations but that III (we) choose not to provide them this application and any claim made under the policy, it issued amay be reported.

DURATION

Unless otherwise removal. I (we) acres that this authorization will expire on the earlier of the date that the Company (les) declines my application for coverage or, the policy is issued, 24 minutes from the distance in this authorization will expire the relief to the electricial the group of the state of the state of the electricial the group of the policy is suited across the suited across that are proposed in an across the policy of the policy of

SOCIAL SECURITY OF TAX ID NUMBER CERTERATION—UNDER THE PENALTIES OF PERJURY, I CERTEY THAT (I) THE NUMBER SHOWING ON THIS FORM IS NY CORRECT TAXABLED FOR THE NUMBER SHOWING ON THIS FORM IS NY CORRECT TAXABLED BEACKUP WITHHOLDING BECAUSE (A) I AM EXEMPT FROM BACKUP WITHHOLDING OF TO I MAKE NOT BEEN NUTFIED BY THE INTERNAL BEVENUE SERVICE BRS THAT I AM SUBJECT TO BACKUP WITHHOLDING, AS A RESULTOT A PAILURE TO REPORT ALL INTEREST OR DYDIEMES OR (C) THE JPS NAS NOTHED BE THAT I AM NO LUNGER SUBJECT TO BACKUP WITHHOLDING, AND HIS AM A ILLS PERSON WILLIAMS A USE RESULTED A LEDY.

WITHFOLDING AND HIS IMPORTANCE PRISON WILLIAMS AND BE SUBJECT ALLEN.

CERTIFICATION HIS TRUCTIONS, YOU HIS INTEREST OR BOOK IT YOU HAVE BEEN ROUTHED BECKER TO A YOU HIS COTTENTY SUBJECT TO BACKUP WITHHOLDING AND HIS PROTON FOR THE THAT IS NOT HE CERTIFICATION.

THE SUPERAL PROTON HIS TRUCTIONS AND HIS DISESSOR WELL RESULTED TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN THE CERTIFICATION.

(we) the assertated by my (our) signature(a) selow understand that the technological extension of the control o	I (we) ear larel erretting of all the ferms to	nd explations of this application.	esticing the externed to
Olitotal Case - 157 (157 (157 (157 (157 (157 (157 (157		PERMIT	wilder lighter a
	Stratist of Owner or Applicant I not Pro Hopposelon, processor, ingree and Signa	posed Instreed	
on Figaniția Professorat lo complete Uis section	(BATIST SKAPAK ONINGSPE.)		
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Repry tion I Have asked and increased completely and accurately the a Susting and been required herein: PCF have winessed the suprature / equited on Adity completed P		ed application Ruff II applikings s Faurs required on July Comstets	
You but was of Licensed Financial Professiona/Insurance Broke Profit Legits of Phisticial Professional Name ティクル	#		

Application Part 2 To: AXA Equitable Life Insurance Company U.S. Redacted						
	AXA Life an	d A	innuity Company of this form: New Pole	Redacted by El Policy Change	·	
1. a. Proposed insured (Please Print) Mali	المالت منبور		Last Hope S. H	olite ft in.	a Weight ba. Redacted	
2. a. Name and address of personal physical medical facility used instead; (# none,	en (or			Brookly	ЦУ.	
b. Date and reason last consulted if willing the	no Just 5 years:	-	iago., Root	ne check	<u> -υρ.</u>	
o. What transvert was given or recommend (For all "Yes" answers to Questions 3-8, circ			10 bonings place part () months?		
3. Has Proposed insured ever had or been t a. Disease or deorder of eyes, ears, nose a	replied for: Yes	10	 Other then we stated in Proposed Insured, will 	n anawars to Chargo	∩9 2–6, hat Yes No	
b. Dizziness, fainling, convulsions; purely psychiatric, psychological or encilors.	sts or stroke;		u. Consulted or boon to dun or practitioner?	caselned or treated by	90	
mental or nervous disease or disorder? c. Shortness of breath; blood spatings bron	0	ם	to Had any Moose, bylay, e. Been in pullent in or		ineated at a	
emphyseum, tuberculous and other obro decase or deordor?		ø	pospini, ciric, sunato	rium, or other medical	lecaey≀ □, □	
d. Chest pain, publishors, high blood press fever, heart marmer, heart attack or of	IN, rheumetic		e. Beed adviced to his ization, treatment or e	re many diagnostic to	st, hospital-	
disorder of the heart or blood vector? - Ucor, hernia, colds, intestinal blooding;	ם	Ø	2. a. Has Preposed Irsu	red, within the last 12	(Northe:	
ontroids, or other disease or disorder of intestines, liver or galiblackier?		1		form of tabacco (Give		
Sugar, abumin, blood or pue in urine; decase or disorder of Iddney or blackier?	stone or other		b. Has Proposed insu (f) Smoked digeres	tes?		
g. Diabetes; cyst, turnor, or carpor; thyrole				tom of tobacco (Give	Nil deteiled	
disorder; side disease or disorder? h. Neutlis, erthriis, pout, or classes or d		u	19. Family History Father	Ming Course of		
transclus or bones, including the back, or it. Deformely, terrements or exputation?	Ō	O O	Mother Brothers/Sisters V/A	19 Desile pa	93	
Allergies; anomia; other blood or lymph of entier?		ø	DETAILS FOR "YES" A	NSWERS. Incidde:	L Carestion Number	
K. Disorder of prostate, reproductive org menetrustion or pregnency?		Ø	v. Names and Addresse facilities. (If additional sp	a of all attending ph	yaiciens and medica	
Is Proposed Insured now under observa treatment?	ď	0	Store dolod signed and	الأستناسا سم اسمعموسات		
5. Has Proposed Intured, within the last 10 year. Tooled positive for superure to	Han bearen		was dist.	uceas me	+ formio.	
immunodeficiency vivus (HV) or bost in having acquired immune deficiency synthesis	Muine (AE)S1		4 Bubs ASA	, VA B.		
or AIDS-related Complex (ARC) caused infection or other sickness or condition	derived from		8a Dr Kogs	ec-additers we	available	
euch infection? Has Proposed insured, within the last 10)	WOUNE D	מ	FA DI HACE	Promote	へい いめいばん	
 Used, except as legally prescribed by a pl quisions; berbiomates or other security 	C markuma.	A	Donald Con	NW WHY	C Beat Let	
heroire methadone or other mond-e	Roring chags; shelandone or	Ì	ho para, conc	or, Bu.	•	
Other stimulents; or any other illegal or of stances?	dus belicated	R	Any person who know	ingly and with Intent to	injure, defraud,	
b. Piecelved courseling or assement regards siconal or drups?	台	4	or decaive any insurer	mny faise, incomplete.	or misieadino	
7. Her Proposed Insured's weight changed	by more than D		information to guilty of			
The above statements and answers are true and complete to the best of my knowledge and belief. I agree that such statements and answers shall be part of the application for insurance or request for policy change or reinstatement, as the case may be. The insurer may rely on them in acting on the application or maiding the policy change or reinstatement.						
Dated as <u>Miami</u> £	Send El 2/4	0 10	X Mali K	our		
city stee Witness (Altast by 1	i iii. I Examiner or Nurse/1)ey "avdu	We MI Class	Stampers of Processed burn	m m	
					~ 1"	

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CAT. #126995

AXA EQUITABLE LIFE INSURANCE COMPANY

A Stock Life Insurance Company Home Office: 1290 Avenue of the Americas, New York, New York 10104

This is a Flexible Premium Universal Life Insurance Policy The Insurance Benefit is payable upon the death of the insured person while this policy is in force. You may pay premiums while the insured person is living and is not yet attained age 100. The values provided by this policy are based on declared interest rates. This is a non-participating policy.

No. 04-100

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

AXA EQUITABLE LIFE INSURANCE)
COMPANY;)
)
Plaintiff,)
) CIVIL ACTION NO.:
) 1:07-cv-0512-MHS
V.)
)
WELLS FARGO BANK, N.A., AS TRUSTEE)
OF THE MALI KOENIG INSURANCE TRUST)
05/11/06, AND AS TRUSTEE OF THE)
BENZION KOENIG INSURANCE)
TRUST 05/11/06)
)
Defendant.)

EXHIBIT 3 to Second Amended Complaint

C) AXA Equitable Life insurance Company 1290 Avenue of the Americas New York: NY 10104

,,

C) MONY Life Insurance Company of America 1290 Avenue of the Americas New York NY 10104 Application For Life Insurance Part I Form No LIFEAPP GA/OR (2005)

A.	Proposed Insured Ben Zion MI Lasi Koenig B Gender DEMale D Fema
C	Home Address _ Redacted Redacted
	City/Municipality BCOR Vi Code Redacted — County/Parish State N Zip + 4 Code Redacted —
Đ.	Home Phone No. 10 adment and Best Intre to Call Best Inhone no. to be constanted
£	Date of Birth Redacted F. Place of Birth Poland (StateCounty)
_	Marital Status Single Marmed Widowed Divorced Separated H. Soc Sec No Redacted
G	a River A dura
J	
J.	U. S. Citizen? 15th Yes C. No. If No. Country U. S. Visa type Passport # or U. S. Visa # # of years in U. S# of years in U. S# of years in U. S#
K.	
L.	Current Occupation(s). (1) Title N/A Re Toe d. (2) Duties N/A (3) How Long? (3) How Long?
M.	Employer Name N/A
N.	No & State I City State Zop+1 Code
0	
•	If the Proposed Insured and/or policy owner is not a U.S. Person (U.S. Catizen or U.S. Corporation, Partnership, or Trust established or organized under the laws of a state of the United States) then he, she or it may have to provide additional documentation, including IRS form W.8 BEN
	COVERAGE INFORMATION
A.	Plan of Insurance Affen Afford Amount of Insurance \$ 0,000.00.00. (If survivorship policy, complete an application for each Proposed Insured If VUL, must also complete VUL Supplement Supplement Supplement) To select dividend options on EWL or Riders on all Non-VUL Plans complete Optional Benefits Supplement)
В.	Complete for UL or VUL only (1) Death Benefit Option Scoption A COption B (2) Planned Penodic Premium \$ 1515 2 2
C.	Definition of Life Insurance Test: Complete for AUL II, IL, IL COLI '04 DEGuideline Premium Test
D.	Premium Mode pt Annual D Seinr Annual D Quarterly D Monthly Or
	System Matic (Complete S M form and check applicable box) ☐ Quarterly (only available for UL and VUL) ☐ Monthly
E	Salary Alfotment (1) Unit Name (2) Unit/Sub Unit No (3) Unit Register Date (Speoly Alfotter name if other than inswered in Remarks)
	(Specify Allotter name of other than insured in Remarks) Date Policy to save insured Aige? XQ Yes CTNo
	Do you, the owner, intend to use or transfer the policy for any type of pre-death financial settlement, such as vialical settlement, senior settlement, life settlement, for any other secondary market? DYes
	2 Have you, the owner, or any Proposed Insured II other than the owner, in the past 5 years sold a policy to a life settlement, viatical, or other secondary market provider? ☐ Yes X No
H	Any other life insurance now in effect or application now pending? Yes
l.	Will the coverage applied for replace or change any file insurance or annuities? If "Yes", complete (If additional room is needed, please use Remarks Section.)
	Amount \$
	Amount \$ Company Issue Year Policy Number □ Life □ Group □ Annuity
J.	Is this a Term Policy/Rider Conversion or Purchase Option? Di Yes 🧖 No It "Yes", complete Term Policy/Rider or Purchase Option Supplement
	Complete if Proposed Insured is under age 15 a) State total amount of insurance in force on the life of applicant or child's parent, if greater \$
	b) Are any other children in the family insured for a lesser amount?

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3	BENEFICATION NEW 009322 MOICS DOcument 14724 Filed 05/302/2087 Page 48	of 30	
A.	Beneficiary (Total designation n: de 100%. Use Remarks section for additional Beneficiary fination.)		
1	Beneficiary Full Name Percei	•	
1	Beinzion Moenia insurcomi Trust & ospilat	6	
	Contingent:		
	Owner (The Owner of this policy is the Insured unless otherwise specified below. Enter name of successor owner in Remarks.)		
B.	Provide the Applicant's name, address and Taxpayer ID, if different from the Insured and Owner, in Remarks Section.		
1	If the Owner is the Trust provide the name of the Trust.		
	Owner's Name: Ben Zion Koenia Finsu Came Trust B 05/11/06 Social Security # or TIN Redact	ted	
1	Address Street/NP/15 Forgo Bank, N. A., 400 Norther id se Alcity Allant 9 State 69 Zip Co	do 303	150
	(Billing notices will be sent to the Owner at this address unless otherwise directed in Remarks Section.)		
l	U. S. Citizen? Yes No" If No, Country U.S. Visa type Passport # or U.S. Visa # # of year	s in U.S	
	Relationship to Insured Date of Birth		
١.	Name of Trustee Vell's 1701 40 150/40, 10.17. Date of Trust Agreement 5.77.00		
•	If the policy owner is not a U.S. Person (U.S. Citizen or U.S. Corporation, Partnership, or Trust established or organized under the laws of a statthen he, she or it may have to provide additional documentation, including IRS form W-8 BEN.	e of the Uni	ted States
0	GENERAL INFORMATION (Proposed Insured)		
<u> </u>	List details of all answers in the Remarks section.		·····
A.	Ever had a driver's license suspended or revoked, or within the last 5 years, been convicted of reckless or negligent driving or		
	driving under the influence of alcohol or drugs?	Yes	Æj No
В.	(If "Yes", include dates, types of violations, and reason for suspension or revocation in Remarks.) Any plans to travel or reside outside the United States?	☐ Yes	yZÍ No
D.	(If "Yes", complete Foreign Residence and Travel Supplement.)	D 162	χυιο
C.	Have you been disabled for 2 or more weeks within the last 2 years?	☐ Yes	y Z Í No
D.	In the last year flown other than as a passenger or plan to do so?	☐ Yes	₽ No
	(If "Yes", complete Aviation Supplement.)		Α,
E.	Engaged within the last year or any plan to engage in motor racing on land or water, underwater diving, skydiving, ballooning,	7 V	ed u
l	hang gliding, parachuting or flying ultra-light alicraft or other hazardous sports or hobbies? (If "Yes", complete Avocation Supplement.)	☐ Yes	Ø No
F.	In the last 10 years Ever had an application for life or health insurance that was declined, required an extra premium or other modification?	☐ Yes	√ZÍ No
· ·	(If "Yes", state companies and provide full details in Remarks.)		^
G.	In the last 10 years, have you been convicted of, or pled "no contest" to a felony?	Yes	ÞZ'No
١,,	(If "Yes" in "Remarks", state full details of offense and penalty, with dates.) Do you currently use any form of tobacco or nicotine product? D' Yes V No Type Avg. Quantity # packs	Eroguer	301
H. L	Do you currently use any form of tobacco or nicotine product? Have you ever used any form of tobacco or nicotine product? DYES VINO Type Avg. Quantity # packs Date Ceased	ri equeii	.су
"	,		
6	MEDICAL INFORMATION (Proposed Insured) Please Note: Complete this section even if a paramedical or medical exam is	being ord	ered.
A.	Height 5 Ft. 6 in.; Weight 166 lbs.		
В.	Personal Physician Name_place_See Special Remarks		
C.	Address		_
	Dale and Reason for Last Visit in the Last 5 Years no medical changes since Feb exam		
	What treatment was given or recommended? (If none, so state)		_
nas F	Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer,		
	respiratory or neurological disorder?	☐ Yes	Ɗ X Í No
G.	In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility?	∀ Yes	□ No
	Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.)	• •	
H.	In the last 10 years:		
l	 Used, except as legally prescribed by a physician, tranquilizers, barbiturates or other sedatives; marijuana, cocaine, hallucinogens or other mood altering drugs; heroin, methadone or other narcotics; amphetamines or other stimulants; or any other illegal or controlled substances? 		
l	(If "Yes", complete Substance Usage Supplement.)	☐ Yes	1 21 No
	2. Received counseling or treatment regarding the use of alcohol or drugs including attendance at meetings or membership in any	L 700	Χ
	self-help group or program such as Alcoholics Anonymous or Narcotics Anonymous?		
l	(If "Yes", complete Substance Usage Supplement.)	Yes	Ø No
1.	In the last 10 years, been:		• `
	Diagnosed with, or treated for, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC) by a member of the	D V	ed so
J.	medical profession?	☐ Yes	× Nο
<u>"</u>	Family History Age if Living Cause of Death	Age at De	eath
	Father WW JI death Camps	?	
•	Mother WWII death camps	7	

Question	Illness, Treatment, and Number of Attacks	Onset	Recovery Date	If disabled, How long?	Doctor, Chrisc, or Hospital Complete Address and Phone Number					
No.	(include specific diagnosis and medication)	Date	Date	now long?						
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				ļ						
			ļ							
										
			<u></u>	L						
MARKS vide details le owner is e.	for any of the questions, and any other addition a Qualified Plan, please indicate the qualified pl	nal remarks. an and type	(Attach signed profess	additional sh and dated by ional)	eet of paper if necessary; and it must be the Proposed Insured, Owner, and financi					
Dr.	Albea Zucker	8	45	182 - 6	092					
305	Route 208		<u> </u>							
Marine Ny 10950 Please See Contract										
7 156 203466 For										
Dr.	Kaiser		PdaTe	d/	relical Pile					
465	ocean PKWY	-	,		, , , , ,					
Broo	Klun Ny /1/218		·							
•										
COMPLET	E IF MONEY IS PAID WITH THE POLICY:									
Amount na	id with this Application \$0			•						
Has the un	dersigned read, signed and received a copy of the Agreement, including	Temporary Ins	urance Agrei	ement, and do	they agree to the conditions of the Temporary					
	quirement that all of the conditions in that Agreemen	nt must be met	before any I	emporary insu	rance takes effect, and					
(ii) the \$1	,000,000 insurance amount limitations, and									
	e Person Proposed for Insurance is at least 15 day	-			•					
(AIDS) or AI	any Person Proposed for Insurance has been diagnosed DS Related Complex (ARC) by a member of the medical a stroke, or a heart attack within the last year, a premium	profession with	n the last 10 y	ears or						
REEMENT.	Each signer of this application agrees that	<u></u>		~~~~						
	lements and answers in all parts of this application are in this application	true and compl	ele We (the C	Company checke	ed on page 1 of this application) may rely on them					
(2) The Te Tempor	imporary insurance. Agreement states the conditions that ary insurance is not provided for a policy or benefit applie	at must be met ed for under the	before any m terms of a gua	surance takes e granteed insurab	Itect if money is paid before the policy is deliver dity option or a conversion privilege					
for it is (our) kn	as stated in the Temporary Insurance Agreement, no ins paid while the person(s) proposed for insurance is (are) lowledge and belief the statements and answers in all pa al premium is paid	living, (b) before	any Register	ed Date specifie	ed in this application, and (c) unless to the best of					
4) No fina	ncial professional or medical examiner has authority to ments. We shall not be bound by any information unless i	modify this Agr	eement or the	Temporary Ins	urance Agreement Or to waive any of our rights					

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(5) I acknowledge receipt of the Living Benefits Brochure (Accelerated Death Benefit Rider Brochure), where applicable

FHeed: 05/1303220087 Plage: 48 of 30 Doggmeent 14724

☐ AXA Equitable Life Insurance Company

☐ MONY Life Insurance Company of America

ACKNOWLEDGEMENT OF UNDERWRITING PRACTICES

I (we) acknowledge that I (we) have received a statement of the Underwriting Practices of the Company (les) which describes from whom and why the Company (les) obtains information on my (our) insurability, to whom such information may be reported and how I (we) may obtain it. The statement contains the notice required by the Fair Credit Reporting Act.

AUTHORIZATIONS

TO OBTAIN HEALTH INFORMATION

I (we) authorize any physician, hospital, clinic, medical practitioner, medical testing laboratory, pharmacy or other health care provider, health plan or insurance company (including our Company, with respect to other coverages), or any prescription drug or pharmacy benefit manager or administrator, and the Medical Information Bureau to disclose to the Company (les) and its authorized representatives any and all information, whether fact or opinion, they may have about any diagnosis, treatment, prognosis, genetic test records, findings and/or results regarding my (our) past, present or future physical or mental condition.

TO OBTAIN NON-HEALTH INFORMATION

I (we) authorize any employer, business associate, government unit, financial institution, consumer reporting agency, the Medical Information Bureau, my (our) insurance agency and my (our) financial professional to disclose to the Company (les) and its authorized representatives any information they may have about my (our) occupation, agency and my tour, indired professional in disclose to the company, help and its administrative appreciations and professional management of the company fies) to obtain investigative consumer reports, as appropriate.

PURPOSE OF AUTHORIZATIONS

I (we) understand that the information obtained will be used by the Company (ies) to determine my (our) eligibility for life insurance coverage and such other uses specified in accordance with the Underwriting Practices attached to this application. In addition, information may be disclosed to the Medical information Bureau (MIB) who, upon request, may disclose such information about you in its file to another member company with whom you apply for life or health insurance or to whom a claim for benefits may be submitted; when requested by a government agency; in connection with a legal or arbitration proceeding; or for other purposes as required or permitted by applicable law. If a policy is issued to me (us), this information may also be used in the future to administer my (our) policy and process claims made under the policy.

COVERAGE CONDITIONS

I (we) understand that the Company (les) is conditioning the issuance of coverage on the provision of this authorization, and that, while I (we) may refuse to sign this authorization, my (our) refusal to do so could result in coverage not being issued.

ADDITIONAL AUTHORIZATIONS

You have advised me (us) that the Company (ies) may request additional authorizations in order to obtain the information the Company (ies) needs to complete its review of my (our) application and, if the policy is issued, in connection with any claim asserted under the policy, I (we) understand that I (we) am: (are) not obligated to provide these additional authorizations but that, if I (we) choose not to provide them, this application and any claim made under the policy, if issued, may be rejected.

Unless otherwise revoked, I (we) agree that this authorization will expire on the earlier of the date that the Company (ies) declines my application for coverage or, if a policy is issued, 24 months from the date of my (our) application. I (we) understand that I (we) may revoke my (our) authorizations at any time, except to the extent that the Company (ies) has taken action in reliance on this authorization, this application and any claim made under the policy, if issued, may be rejected. My (our) revocation must be submitted in writing to: Chief Underwriter of the Company checked above and on the front page of this application, 1290 Avenue of the Americas, New York, New York 10104.

COPY OF AUTHORIZATIONS

I (we) have a right to ask for and receive true copies of this Acknowledgement and Authorization Form and all other authorizations signed by me (us). I (we) agree that reproduced copies will be as valid as the original.

FOR THE APPLICANT'S PROTECTION, THE LAWS OF CERTAIN STATES REQUIRE THIS NOTICE: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, FILES AN APPLICATION OR CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT AS TO ANY MATERIAL FACT MAY BE GUILTY OF INSURANCE FRAUD, WHICH MAY RESULT IN LOSS OF COVERAGE UNDER THIS POLICY AND MAY SUBJECT THE APPLICANTICLAIMANT TO CRIMINAL PROSECUTION.

SOCIAL SECURITY OR TAX LD. NUMBER CERTIFICATION -- UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT (I) THE NUMBER SHOWING ON THIS FORM IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER, AND (II) I AM NOT SUBJECT TO BACKUP WITHHOLDING BEGAUSE (A) I AM EXEMPT FROM BACKUP WITHHOLDING OR (B) I HAVE NOT BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE (IRS) THAT I AM SUBJECT TO BACKUP WITHHOLDING AS A RESULT OF A FAILURE TO REPORT ALL INTEREST OR DIVIDENDS OR (C) THE IRS HAS NOTIFIED ME THAT I AM NO LONGER SUBJECT TO BACKUP WITHHOLDING, AND (III) I AM ALLS, PERSON INCLUDING A U.S. RESIDENT ALIEN).

CERTIFICATION INSTRUCTIONS: You must cross out item (II) above if you have been notified by the Internal Revenue Service that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN THE CERTIFICATION PERSON IN ACKNOWN WITHHOLD THAN.

REQUIRED TO AVOID BACKUP WITHHOLDING.	
I:(we), the undersigned by my (our) signature(s) below understand the Acknowledgement and Authorization.	at I (ne) am (are) appende to all the terms and policitions of this application including, but not limited to,
Dated at City	Seminarie of Probosed using to Applicant, or pagent productions.
State: SOOKS C	Shipbured Owner or Applicant Enterposed Wayled
on_5/12/00	(((Corporation, print limes name and) ignature of authorized officer) ((If trust, signature of trustée.) ELIZAGENT T. WAGNER VICE PRESIDENT
Financial Professional to complete this section:	
Will any existing insurance be replaced or changed (or has it been) as (if "yes" give details.	
I certify that I have asked and recorded completely and accurately the	answers to all questions on the fully completed application Part 1, and know of nothing affecting the risk
that has not been recorded herein. The have witnessed the signature required on fully completed	and the second s
Signature of Licensed Financial Professional/Insurance Broker Print Licensed Financial (Petessional's Name	
AMICV SINCE	A Control of the Cont

Appl)cation Part 2 To: AXA Eq	uita	ble	Life ina	uranca C	ompany	A2U	r
□ AXANJ#	e an	d /	Annuity (Company	Passport	Redac	ted
Flouson for	rubmi	elo	n of this form	: D New P	olicy D Policy Cha	rigo 🗆 Flainsta	tement
1. a. Proposed Insured Personne Mass (Please Print) Re.U.Z.160) (relegy)		KOEN		Henghit;fi) Biggin Debe; DEMale	Redacted	iba.
2. a. Name and address of personal physician (or medical facility used instead); (Il name, so state)	2	M	bent	Zuck.	6 6 (304) 8	45-782-	7541
b. Date and resson lest consulted if within the last 5 years	ط:		IAGO,	routi		Moner	14/10/5
e. What treatment was given or recommended? (If none, a	io stat	아_	10018		(AU) 10,05) 3	ios. Pouted	OG H BY
(For all Yes' enswers to Questions 3-8; circle hours that to		N.		rido in the las	l 8 months? I Br enswere to Oue	offens 2 E has	
3. Has Proposed insured ever had or boon treated for: a. Discuss or disorder of eyes, ears, note or throat?			Propos	ed Insured, w	neary 3 teal off riets	E:	Yes No
b. Dizziriess, fainling, convulsions; paralysis or stroks;					examined or treated	by any physi-	m/ m
psychianic, psychological or emotional distribunce; mental of nervous disease or disorder?		a		practitoner? V liness, sike	ry, or eurgeny?		
c. Shortness of bready blood sphiling; bronchilla, asthma,	-	-	c. Been a	patient in c	been examined	a he betaerd to	
emphysema, luberoulouis and other chroruc respiratory					ledum, or other med un, X-ray; other diag		品品
d. Cheet peun, paiolarion, high blood pressure, theumatic	. 83	и			un, x-ray; duter diag eve any diagnostio		- u
favor, heart murmur, heart attack or other disease or			ization,	beatment or	surgery which was r	rol completed?	00
of sorder of the heart or blood vessels? e. Utoer, hernic, politic, intesting bleeding; legindice, hern-	. 🗆	0		Proposed ins Smoked piper	torod, within the last error?	12 months:	
ortholds, or other dispuse or disputer of the storrach.					r lorm of tobacco (G	Ne full details)	
intestines, liver or galification?		Ø			wed, within the last	fvs years.	
 Sugar, albumin, blood of pus in unns, stone or other disease or disorder of bloody or bladder? 	Ø	øl	!*	imoked cigan had one other	ettes? Fform of tobacco (G	hea first chanstal	
g. Diabetes; cyst, lumor, or cancer; thyroid or glandular disorder; sion disease or disorder?	u	e	10. Family		Age #	of Death	Age at Death.
h. Neuritia, estimitis, goul, or disease or disorder of the			Father	, , , , , ,		ניבן סובף אמו	
muscles or hones, including the back, or joints?	2	밁	Mother			nature	47
Deformity, lameness or amputation? Allergies; anemia; other blood or lymph disease or dis-	D	ч	Brothers/8		lyalog	aust uctil	∃e.s.
srsier?	O	ឲា	AL Discreps	is and Treats	ANSWERS, Including the Market	le: L. Question) fv. Dales and C	Number,
k. Disorder of prostate, reproductive organs, brease, menstruction or pregnancy?			v. Names	and Address	es of all attending	physicians and	medical
4. Is Proposed Insured now under observation or taking treatment?	1	ال	speat dale	d, signed and	pace is needed, p witnessed as below (80 Me)	w)	
5. Has Proposed Insured, within the last 10 years, been:	_	_ }	7- / L	F. (1)	no Brook	LINN DY	3
 a, Tested positive for exposure to the human immunodeficiency virus (HIV) or been despressed as 		- 1	80 DV	-arys	1. ach-00.	CAN/WAY	<i>ileuting</i>
having acquired immune deficiency syndramo (AIDS)		J	LOU'S	iost.	er_ Brook	• • •	-
or A/DS-related Complex (ARC) esused by the (HIV) infection or other eldiness or condition derived from		ł	7 0	moritale.	41- 44 YR	also no	اخدا
anction of bulet activises of collection derives from	D	Ø	C A A	A second	+ + - · · ·	ONTA .	النبيلا
6. Has Proposed Insured, within the last 10 years:	_	7	898	1 1574	test, ell	recount 9	-gr
 Used, except as legally prescribed by a physician, tran- quilizers; bathlurates or other codutives; mariania. 		- 1					1
cocains, holluctrogens or other mood-altering drugs;	•	- [l
horoin, methadone or other narcotics; amphetamines or			, , , , , , , , , , , , , , , , , , , 				
other alimularity; or any other flegal or controlled sub-	0	d			alled and with three		id,
b. Received counseling or treatment regarding the use of	_	Ί			r Eles a statement e I any false, incomple		.
alcohol or druga?	D i				f a lolony of the than		'
7. Hex Proposed insufed's weight changed by more than		3					
The above statements and enewers are true and comp and answers shall be part of the application for incur The insurer may rely on them in acting on	ation (at us	quest for poli	lay ahange or	reinstalement, as f	ne case may be	19
Delod al Miami Brock Pon 2	عاد	10	6x 2	quain	Hoonig	,	
ohy male No	01	¥	Y1 7	K, U	Signature of Proposed	rented 0.01	
Wilness (Must be Examiner or Nu	rse/Te	chn	loları)	IN OU	J- 1100	28 (YY	

180-M205N-FL

E5722_5

CAT. #126995

AXA EQUITABLE

A Stock Life Insurance Company Home Office 1290 Avenue of the Americas, New York, New York 10104

This is a Flexible Premium Universal Life Insurance Policy. The Insurance Benefit is payable upon the death of the insured person while this policy is in force. You may pay premiums while the insured person is living and is not yet attained age 100. The values provided by this policy are based on declared interest rates. This is a non-participating policy.

No. 04-100

• 41

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

AXA EQUITABLE LIFE INSURANCE)
COMPANY;)
)
Plaintiff,)
) CIVIL ACTION NO.:
) 1:07-cv-0512-MHS
V.)
WELLS FARGO BANK, N.A., AS TRUSTEE)
OF THE MALI KOENIG INSURANCE TRUST)
05/11/06, AND AS TRUSTEE OF THE)
BENZION KOENIG INSURANCE)
TRUST 05/11/06)
)
Defendant.)

EXHIBIT 4 to Second Amended Complaint

C) AXA Equitable Life Insurance Company 1290 Avenue of the Americas New York, NY 10104 C) MONY Erfe Insurance Company of America 1290 Avenue of the Americas New York: NY 10104 Application For Life Insurance Part I Form No LIFEAPP GAYOR (2005)

ŀ	roposed insured
	CURNOM Erry P. P. A. ZON MI 1261 1/1 PM 101 B Comby Killela Differen
	Full Name First Ren Zinn MI Last Koenig B. Gender & Male D Fema Home Address Redacted Redacted
•	, , , , , , , , , , , , , , , , , , , ,
	Chy/Municipality & OOK V Code County/Pansh State V Zip + 4 Code Redacted
1	Home Phone No_ Redacted Best time to Call Poland Best phone no to be contacted
	Date of Birth F. Place of Birth
	(StateCounty)
•	Mantal Status □ Single Marned □ Widowed □ Divorced □ Separated H. Soc Sec No Redacted
	Diwer's Lic NoState
	U.S. Crozen? X Yes D No. I No Country U.S. Visa type Passport # or U.S. Visa # # of years in U.S.
	Currently employed?
	Current Occupation(s) (1) Title N/A ReT. (ed. (2) Duties N/A (3) How Long? (1) East Visin 1 year at current occupation, give previous in Reliants
l	Employer Name
	Employer Address
•	Annual Earned Income (Income from occupation) \$ Rolifed P Net Worth \$ 26,000,000 If the Proposed Insured and/or policy owner is not a U.S. Person (U.S. Corporation, Partnership, or Trust established or organized under the laws of a
	state of the United States) then he, she or it may have to provide additional documentation, including IRS form W 8 BEN
C	OVERAGE INFORMATION
	Plan of Insurance Othorn ITul Amount of Insurance \$ 10,000,000
	(If survivorship policy, complete an application for each Proposed Insured (If face amount is \$2 million or larger complete Furancial
	If VUL, must also complete VUL Supplement Supplement Supplement)
	To select dividend options on EWL or Riders on all Non-VUL Plans
	To select dividend options on EWL or Riders on all Non-VUL Plans complete Optional Benefits Supplement)
	To select dividend options on EWIL or Riders on all Non-VUL Plans complete Optional Benefits Supplement) Complete for till or VUL only (1) Death Benefit Option A EliQuiton B
•	To select dividend options on EWIL or Riders on all Non-VUL Plans complete Optional Benefits Supplement) Complete for UL or VUL only (1) Death Benefit Option A El Option B (2) Planned Penodic Premium \$ 1,515,85
	To select dividend options on EWIL or Riders on all Non-VUL Plans complete Optional Benefits Supplement) Complete for till or VUL only (1) Death Benefit Option A EliQuiton B
	To select dividend options on EWIL or Riders on all Non-VUL Plans complete Optional Benefits Supplement) Complete for UL or VUL only (1) Death Benefit Option A
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	To select dividend options on EWL or Roders on all Non-VUL Plans complete Optional Benefits Supplement.) Complete for UL or VUL only (1) Death Benefit Option A

•	BENEFICIARY/OWNER						
ĬĀ	Beneficiary (Total designation i	must be 100%. Use Rei	marks section for add	ktional Deneficial, anformat	lion)		
	Beneficiary Full Hame Primary New York	Insurance I	rust A oslulou	Relationship to Insured	Perce	ntage /oo	
	Contingent	/					
В	Owner (The Owner of this police	ry is the insured unless	otherwise specified	below Enter name of succe			
"	Provide the Applicant's name, add	ivoss and Tarnaver ID 1	f different from the insi	red and Owner, in Remarks 5	Section		
1	If the Owner is the Trust provide t	he name of the Trict	ambraia nam pro mo				
1	Owner's Name <u>hearing</u>	Vient Trus	MAIN TOXA	2 A5/4/06 com	Complete TIM Redac	cted	
	Address Street 10 10 10 16 16 16 16 16 16 16 16 16 16 16 16 16	bridge la	עונטיי טאוען	City Atlanta	State 6 9 Zip Ci	de <u>303</u>	50
	(Billing notices will be sent to the Owner at	this address otherwise of	rected in Remarks Section)	Decembed district 16s			
	U S Citizen? Yes No I'N	lo, Country	U S visa type	Passpoil # of U.S. Vis	a # # or yea	is in U S	
1	Relationship to Insured	<i>A</i> . 14	N A	Date of Bruti			
1	Relationship to Insured Name of Trustee(10) 5 Fu If the policy owner is not a U.S. Po	rys MANK,	N ₁ H	Oale of Trust Agre	ement 0 // 06		
٠.	If the policy owner is not a U.S. Pi then he, she or it may have to pro	ersøn (U.S. Crozen or U.) vide additional documen	S. Corporation, Pannel Nation, including IRS fo	rsmp, or 1 rusi established or (rm W 8 BEN	organized under the laws of a sta	ite of the Uni	ned States)
0	GENERAL INFORMATION (Pro List details of all answers in the R	posed Insured)					
A	Ever had a driver's license susper		n the fast 5 years, beer	convicted of reckless or nea	licent driving or		
~	deveno under the miluence of alco	hol or druas?			·g··· · · · · · · · · · · · · · · · · ·	☐ Yes	NO BY
1	(if "Yes", include dates, types of v	iolations, and reason for	suspension or revocat	ion in Remarks)			. •
B.	Any plans to travel or reside outsi	de the United States?				☐ Yes	β(3 No
	(If "Yes", complete Foreign Reside	ence and Travel Supplen	nent)				
C	Have you been disabled for 2 or n	nove weeks within the las	st 2 years?			☐ Yes	X) No
D	In the last year flown other than a	s a passenger or plan to	00 202			☐ Yes	A) No
۱	(If 'Yes', complete Aylation Suppl	emeni) 		lar radamustar dagan alauta.	- b-H		, ,
E.	Engaged within the last year or an	y plan to engage in moto	or taking on land or wa	ier, underwaler diving, skydivi babbas?	ng, barooning,		-d
l	hang gliding, parachuting or flying (If "Yes", complete Avocation Sup	ma-win ancied or one	er nazaroous sports or	rivotnes r		☐ Yes	JES No
F.	In the last 10 years Ever had an a	prement j nošenton los lifa os banli	h meuranco ibai wae d	one stya na hawnon handol	mum or other madification?	☐ Yes	ŊØ No
r.	(If "Yes", state companies and pro	ppicaton to the or near vide full details in Remai	rks)	comes, requires un entra pre	mining of Dalet (Hornitroffolis,	L 162	iko ino
G.		n convicted of, or pled 'r	no contest" to a felony?	•		☐ Yes	₽ No
-	(if "Yes" in "Remarks", state full de	tails of offense and pena	alty, with dates)				<i>PC</i>
H.	Do you currently use any form of the Have you ever used any form of the	obacco or nicotine produ	uci? □Yes t	KNo Type	Avg Quantity # packs	Frequer	ncy
L	Have you ever used any form of to	obacco or nicotine produ	ct? 🖸 Yes ∜	No Type	Date Ceased	·	
		d (A M	a Nata- Campleta :	his ession area if a esse			.
	MEDICAL INFORMATION (Pro		se Note: Complete i	rks section even a a para	imedical of medical exam is	being ord	erea
A.	Height 5 FL 6 in . Weig	in 160 lbs	=001	0 0			
B.	Personal Physician Name_peo	}se_e	Sfecia/	Remark S			
	Address	n Lari & Voor	the cools	Zurand) da	Slace Feb a	<u> </u>	-
<u> </u> .	What treatment was given or recor	mandoit? (Unone co.c.	loto)	4-110-120	stack tel	ecucal.	čΧω,
G.	Proposed Insured.	unctivent (a tione, 20.5	(arc)				_
I reas	in the last 10 years, ever had or be	en treated for heart troui	ale stroke high blood i	ressure chest nam diabates	himor cancer		
	respiratory of neurological disorder		act anounce tright proper t	a castare, energi punti undustes	, willor, concer,	☐ Yes	×gi No
	In the last 5 years, consulted a phy		for treated at a bosost	al or other medical facility?		Yes	5 No
	(Also include medical checkups in t					X 163	O 110
	In the last 10 years						
\	1 Used, except as legally presci	rbed by a physician, tran	cultizers, barbiturates	or other sedatives, mariinana.	cocaine, hallurinopens or other		
						,	
l	mood altering drugs, heroin, methadone or other narcobos, amphetamines or other stimulants, or any other itlegal or controlled substances (if "Yes", complete Substance Usage Supplement.)						DE No
			alcohol or drugs includ	dino attendance at meetinos o	f membershin in anv	☐ Yes	~·
l	2 Received counseling or treatment regarding the use of alcohol or drugs including attendance at meetings or membership in any self-help group or program such as Alcoholics Anonymous or Narcotics Anonymous?						
1	(If "Yes", complete Substance			•		☐ Yes	-DA No
I.	in the last 10 years, been						人
	Diagnosed with, or treated for, Acquired immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) by a member of the						
1	medical profession?	•		• · · •		☐ Yes	12 No
J							
1	Family History	Age of Living	Cause of Death			Age at Dr	eath
ĺ	Father	WHO		eath camps		1 8	
	Mother		1x 1x 9	eath camps		2	
	Sibling	<u> </u>	IV8**		•	1	- 1

DETAILS OF ALL "YES" ANSWERS FOR MEDICAL INFORMATION (Attach additional sheet of paper if necessary; and it must be signed and dated by the Proposed Insured, Owner, and financial professional)								
Question No	lliness, Treatment, and Number of Attacks (include specific diagnosis and medication)	Onset Vate	Recovery Date	if disabled, How long?	Doctor, Clinic, or Hospital Complete Addres and Phone Number			
			 					
		~						
IARKS ride detaks e owner is	for any of the questions, and any other additiona a Qualified Plan, please indicate the qualified plan	i remarks 1 and lype	(Attack signed profess	additional sh and daled by ional.)	eet of paper if necessary; and it must be the Proposed Insured, Owner, and financ			
DL.	Albea Zucker	845	_78.	2-60	92			
305	Route 208		kase,	866	con Tract			
ma	n soe Ny 10990			2034				
<u> </u>	kaiser	<u> </u>	Parte	9 17-	edica) file			
DI. 469	OCean PKmy		·					
3600	Klyn Ny 11218							
COMPLET	E IF MONEY IS PAID WITH THE POLICY:							
Amount pa	id with this Application \$6							
Has the un	dersigned read, signed and received a copy of the Te Agreement, including	mporary Ins	urance Agree	emen i, and d o	they agree to the conditions of the Temporar			
	quirement that all of the conditions in that Agreement	must be mel	before any i	emporary insu	rance takes effect, and			
• •	,000,000 insurance amount limitations, and							
	e Person Proposed for Insurance is at least 15 days	-		•	^			
(AIDS) or AI	any Person Proposed for Insurance has been diagnosed or DS Related Complex (ARC) by a member of the medical pr a stroke, or a heart atlack within the last year, a premium in	ofession with	in the last 10 y	ears or				
REEMENT.	Each signer of this application agrees that							
(1) The sta acting o	tements and answers in all parts of this application are tru niths application	e and comple	ete We (lhe C	Company checke	of on page 1 of this application) may rely on ther			
(2) The Te Tempor	mporary insurance Agreement states the conditions that ary insurance is not provided for a policy or benefit applied	must be met for under the	before any in terms of a gua	surance takes e wanteed insurab	flect if money is paid before the policy is delive My option or a conversion privilege			
(3) Except for it is (our) kr	Except as stated in the Temporary Insurance Agreement, no insurance shall take effect on this application. (a) until a policy is delivered and the full initial premiur for it is paid while the person(s) proposed for insurance is (are) living. (b) before any Registered Date specified in this application, and (c) unless to the best of in (our) knowledge and belief the statements and answers in all parts of this application continue to be true and complete, without material change, as of the time if full initial premium is paid.							
(4) No lina requirer	ncial professional or medical examiner has authority to m nents. We shall not be bound by any information unless it is	odify this Agr stated in Ap	eement or the olication Part 1	Temporary Ins	urance Agreement. Or to waive any of our right: nedical or Medical exam)			

(5) I acknowledge receipt of the Living Benefits Brochure (Accelerated Death Benefit Rider Brochure), where applicable

...

[] AXA Equitable Life Insurance Company

CI MONY Life Insurance Company of America

ACKNOWLEDGEMENT OF UNDERWRITING PRACTICES

I (we) acknowledge that I (we) have received a statement of the Underwriting Practices of the Company (les) which describes from whom and why the Company (les) obtains information on my (our) insurability, to whom such information may be reported and flow I (we) may obtain it. The statement contains the notice required by the Fair Credit Reporting Act.

AUTHORIZATIONS

A CORNELL EXPRESSES

TO OBTAIN HEALTH INFORMATION

1 (we) authorize any physician, hospital, clinic, medical practitioner, medical testing laboratory, pharmacy or other health care provider; health plan or insurance company. (including our Company, with respect to other coverages), or any prescription drug or pharmacy benefit manager or administrator, and the Medical Information Bureau to disclose to the Company, (les) and its authorized representatives any and all knormation, whether fact or opinion, they may have about any diagnosis, treatment, prognosis, genetic test records, findings and/or results regarding my (our) past, present or future physical or mental condition.

TO OBTAIN NON-HEALTH INFORMATION

I (we) authorize any employer, business associate, government unit, financial institution, consumer reporting agency, the Medical Information Bureau, my (our) insurance agency and my (our) financial professional to disclose to the Company (ies) and its authorized representatives any information they may have about my (our) occupation, avocations, finances, driving record, character and general reputation. I (we) authorize the Company (ies) to obtain investigative constitute reports, as appropriate.

PURPOSE OF AUTHORIZATIONS

PURPOSE OF AUTHORIZATIONS

I (we) understand that the information obtained will be used by the Company (les) to determine my (our) eligibility for life insurance coverage and such other uses specified in accordance with the Underwriting Practices attached to this application. In addition, information may be disclosed to the Medical Information Bureau (MIB) who, upon request, may disclose such information about you in its file to another member company with whom you apply for life or health insurance or to whom a claim for benefits may be submitted; when requested by a government agency; in connection with a legal or arbitration proceeding; or for other purposes as required or permitted by applicable law, if a policy is issued to me (us), this information may also be used in the future to administer my (our) policy and process claims made under the policy.

COVERAGE CONDITIONS

I (we) understand that the Company (ies) is conditioning the issuance of coverage on the provision of this authorization, and that, while I (we) may refuse to sign this authorization, my (our) refusal to do so could result in coverage not being issued.

ADDITIONAL AUTHORIZATIONS

You have advised me (us) that the Company (ics) may request additional authorizations in order to obtain the information the Company (ies) needs to complete its review of my (our) application and, if the policy is issued, in connection with any claim asserted under the policy. I (we) understand that I (we) am (are) not obligated to provide these additional authorizations but that, if I (we) choose not to provide them, this application and any claim made under the policy, if issued may be relected.

DURATION

Unless otherwise revoked, I (we) agree that this authorization will expire on the earlier of the date that the Company (les) declines my application for coverage or, if a policy is issued, 24 months from the date of my (our) application. I (we) understand that I (we) may revoke my (our) authorizations at any time, except to the extent that the Company (les) has taken action in reliance on this authorization, this application and any claim made under the policy, it is sued, may be refeded by (our) revocation must be submitted in writing for Chief Underwiner of the Company checked above and on the front page of this application, 1290 Avenue of the Americas, New York, New York 10104.

COPY OF AUTHORIZATIONS

I (we) have a right to ask for and receive true copies of this Acknowledgement and Authorization Form and all other authorizations signed try-me-(us). I (we) agree that reproduced copies will be as valid as the original.

FOR THE APPLICANT'S PROTECTION, THE LAWS OF CERTAIN STATES REQUIRE THIS NOTICE: ANY PERSON WHO, WITH INTENT TO DEFRAID OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, FILES AN APPLICATION OR CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT AS TO ANY MATERIAL FACT MAY BE GUILTY OF INSURANCE FRAUD, WHICH MAY RESULT IN LOSS OF COVERAGE UNDER THIS POLICY AND MAY SUBJECT THE APPLICANTICLAMIANT TO CRIMINAL PROSECUTION.

THE APPLICATION INSTRUCTIONS: YOU MUST SECURE YOUR CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER NOW, SECURITY OF THE NUMBER SHOWING ON THIS FORM IS MY CORRECT, TAXPAYER IDENTIFICATION NUMBER, AND (II) I AM NOT SUBJECT TO BACKUP WITHHOLDING BECAUSE (A) I AM EXEMPT FROM BACKUP WITHHOLDING OR (B) I HAVE NOT BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE (IRS) THAT (AM SUBJECT TO BACKUP WITHHOLDING AS A RESULT OF A FAILURE TO REPORT ALL INTEREST OR DIVIDENDS OR (C) THE IRS HAS NOTIFIED ME THAT I AM NO CONGER SUBJECT TO BACKUP WITHHOLDING AND THIS AND THE SERVICE THAT YOU ARE CUT AND SUBJECT TO BACKUP WITHHOLDING. TO MAKE THE CONTROL OF THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN THE CERTIFICATION REQUIRED TO AVOID BACKUP WITHHOLDING.

ed by my (can) signaturals) below understant that I (we) am laref serection to all the terms and conditions of this application, including by not understant

the Acknowledgement and Authorization. Dated at City	X James Moen
state Goraia	Signature of Propolation Street Applicant organization (Perfective Keening Trisorum of Proposition (Perfective Keening Trisorum of Proposition (Perfective Keening Trisorum of Proposition (Perfective Keening Trisorum of Perfective Trisorum of
on 5/17/06	Spratury Come to Tolkan Linu Rooms Lander (Stranger Organic IV A., a.) Topposition, phyligm spane and sonetting a number of model (Linux Spane) (Il trass signature of musice), Euro Medican (Il trass signature of musice), Euro Medican
Financial Protessional to complete this section: William existing instrance be replaced or changed (or has a bee	n) assuming the kisurance applied for well-keissued? 120 Pes (SEKNO)
	y the answers to all questions on the fully completed application Partiti and knowns nothing effecting the risk
that has not been recorded trerein. 13 That's witnessed the signature required on fully comple	leted Part 1 (Eld have not white section signature required on fully completed than 1 (Explain below)
Signature of Licensed Figureial Professional/Insurance Broker	
Print Licenses Washeld Professional's Name.	A A SECTION AND

217433, 04-21-2006, 11/Alv21

Application Part 2 To: AXA	Equit	abl	e i	Life In:	urance	Comp	any	120	} -	
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1 a. Proposed Insured Perthane M (Please Print) Reuzisa	Siddle free	7	k	الابسدا لارج م ک	19	b. Hauphil e. Buth D		.g. Weight		1
Name and address of personal presiden (or medical facility used instead): (If name, se state)	de	A	اد	bro e	Zuc		(305) 848	5-783-	954	41
b. Date and redeon last contained if within the last 5 ye	are	20)	4	Ago,	NOU			LONGOE	JY	100
e. What transment was given or recommended? (If non	0, 50 61	uto) .	r	10,04			505 50S	, zwie	308.1	<u>*</u> 9~
(For all "Yes" anywore to Questions 3-0, circle items in 3. Has Proposed insured ever had or boars treated for:		₩ # 1	با		Ande in the l		this? Were to Questic	ne 2.8 hac	•	
a. Disease or disorder of eyes, ears, note or throat?) [2	ſ.	Ргорос	sed insured	, within th	blost 5 years:		Yes	Ho
b. Dizzinest, faining, convulsions; paralytis or and psychiatric, psychological or emotional distriben					rioti of bee Pracitions		ad or trooted by	any physi-	p/	
mental of hervous disease or disorder?				b. Had as	ty Bress, m	tury, or so			ō	ē١
e. Shortness of breath; blood spitting; bronchills, asthromethy some, tuberculosis and other chrone respirate	na, mv		Ι,	c, Beah a hospila	a pason r al clinic su	salovium.	wamined or be other medical	ented at a facility	Π.	nt.
disease or dispress?	0	Z	1	d. Hed el	ectrocordio	GIMMA, X-12	M other diagnos	tic met?	ह	8
d. Cheet pain, pelpitation, high blood pressure, riveums fever, heart murmur, heart attack or other disease			ľ	izabon.	ecrysed to interview,	nave en; Orauniary	dagnostic tes which was not d	Completed?		ot
dispeder of the heart or blood veet4/97	¤		η	9. m. Has	Proposed !	instituted, %	thin the last 12	months:		
a. Utcer, horris, colles intestinal bleading; leundice, he cortolds, or other disease or disorder of the stoma	,nr- oh,		V		Sancked eig Used any d		i tobacco (Giva 1	(effalis) Pu		
intestines, liver or galibledder?	0	e	1	b. Has	Proposed I	kazured, w	tukn the last five		_	1
Sugar, albumm, blood or pus in unne, stone or other disease or disease or historier of history or blodder?	" <u> </u>	ď	1		Smoked çig Usad amı m		f lobacco (Give f	di rieta lei	H	計
g. Diabetes; cyst, tumor, or cancer; thyroid or gloridu	GF _	-	1		-	Age II			Ago i	7
disorder; sich disease or disorder? h. Neuritie, ertistus, gout, er disease or disorder of t	176 H	Ø		10. Family Father	/ Hastory	Uving	HO LO CAUS		Deat	
muscles or bones, including the back, or joints?	_ 0	털	۲ĩ	Mother			DASUGE / A			
Deformity, lameness of ampulation? Alionness anemia, other blood or lymph disease or d	ᇎᄆ	u	بر	Prothers/S	多	4 44 147147	Holoca	St veta	305	
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AXA EQUITABLE

A Stock Life Insurance Company
Home Office 1290 Avenue of the Americas, New York, New York 10104

This is a Flexible Premium Universal Life Insurance Policy. The Insurance Benefit is payable upon the death of the insured person while this policy is in force. You may pay premiums while the insured person is living and is not yet attained age 100. The values provided by this policy are based on declared interest rates. This is a non-participating policy.

No. 04-100

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

AXA EQUITABLE LIFE INSURANCE)
COMPANY;)
)
Plaintiff,)
) CIVIL ACTION NO.:
) 1:07-cv-0512-MHS
v.)
)
WELLS FARGO BANK, N.A., AS TRUSTEE)
OF THE MALI KOENIG INSURANCE TRUST)
05/11/06, AND AS TRUSTEE OF THE)
BENZION KOENIG INSURANCE)
TRUST 05/11/06)
)
Defendant.)

EXHIBIT 5 to Second Amended Complaint

INSURED PERSON MALI KOENIG



POLICY OWNER

MALI KOENIG INS TRUST 20060511

UNIVERSAL LIFE INSURANCE POLICY

POLICY NUMBER 156 212 029

AXA EQUITABLE LIFE INSURANCE COMPANY HOME OFFICE: 1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK

We agree to pay the Insurance Benefit of this policy and to provide its other benefits and rights in accordance with its provisions.

Flexible Premium Universal Life Insurance Policy

This is a flexible premium universal life insurance policy. You can, within limits:

- make premium payments at any time and in any amount;
- change the Death Benefit Option; and
- reduce the face amount of insurance

These rights and benefits are subject to the terms and conditions of this policy. All requests for policy changes are subject to our approval and may require evidence of insurability.

We put your net premiums into your Policy Account. Your Policy Account will accumulate, after deductions, at rates of interest we determine. Such rates will not be less than 3% per year.

This is a non-participating policy.

Right to Examine Policy. You may examine this policy and if for any reason you are not satisfied with it, you may cancel it by returning this policy with a written request for cancellation to our Administrative Office by the 10th day after you receive it. If you do this, we will refund the premiums that were paid minus any outstanding loan and accrued loan interest.

Read Your Policy Carefully. It is a legal contract between you and AXA Equitable Life Insurance Company.

Pauline Sherman, Senior Vice President, Secretary and Associate General Counsel

Christopher M. Condron Chairman and Chief Executive Officer

Contents

Policy Information 3

Table of Maximum Monthly Charges for Benefits 4

Those Who Benefit from this Policy 5

The Insurance Benefit We Pay 5

Reducing the Face Amount of the Base Policy or Changing the Death Benefit Option 6

The Premiums You Pay 7

Your Policy Account and How it Works 8

The Cash Surrender Value of this Policy 9

How a Loan Can Be Made 10 Our Annual Report to You 11

How Benefits are Paid 11

Other Important Information 11

In this policy:

Doccumentt 147-36

"We," "our," and "us" mean AXA Equitable Life Insurance Company.

"You" and "your" mean the owner of this policy at the time an owner's right is exercised.

Unless otherwise stated, all references to interest in this policy are effective annual rates of interest.

Administrative Office

The address of our Administrative Office is shown on Page 3. You should send correspondence to that office. Premium payments should be sent to the address listed on your billing notice.

Attained age means age on the birthday nearest to the beginning of the current policy year.

Copies of the application for this policy and any additional benefit riders are attached to the policy.

INTRODUCTION

The premiums you pay, after deductions are made in accordance with the Table of Expense Charges in the Policy Information section, are put into your Policy Account. Amounts in your Policy Account earn interest at rates we declare periodically; these rates will not be less than 3% on an effective annual basis.

If Death Benefit Option A is in effect, the Death Benefit is the base policy face amount. If Death Benefit Option B is in effect, the Death Benefit is the base policy face amount plus the amount in your Policy Account. Under either option, the Death Benefit will never be less than a percentage of your Policy Account as stated in the "Death Benefit" provision.

The Insurance Benefit of this policy is payable upon the death of the insured person while the policy is in force.

We make monthly deductions from your Policy Account to cover the cost of the benefits provided by this policy and the cost of any benefits provided by riders to this policy. If you give up this policy for its Net Cash Surrender Value or reduce the base policy face amount, we may deduct a surrender charge from your Policy Account.

This is only a summary of what this policy provides. You should read all of it carefully. Its terms govern your rights and our obligations.

POLICY INFORMATION

INSURED PERSON MALI KOENIG

POLICY OWNER MALI KOENIG INS TRUST 20060511

FACE AMOUNT

OF BASE POLICY \$10,000,000

DEATH BENEFIT OPTION A (SEE PAGE 6)

POLICY NUMBER 156 212 029

ISSUE AGE 83

SEX FEMALE

BENEFICIARY MALI KOENIG INS TRUST 05/11/06

REGISTER DATE MAY 19, 2006

RATING CLASS: STANDARD

DATE OF ISSUE FEB 20, 2007

NON-TOBACCO USER

A MINIMUM INITIAL PREMIUM PAYMENT OF \$86,722.83 IS DUE ON OR BEFORE DELIVERY OF THE POLICY.

THE PLANNED PERIODIC PREMIUM OF \$1,251,740.00 IS PAYABLE ANNUALLY.

THE ADDITIONAL BENEFIT RIDERS LISTED BELOW, IF ANY, ARE INCLUDED IN THIS POLICY:

THE PLANNED PERIODIC PREMIUMS SHOWN ABOVE MAY NOT BE SUFFICIENT TO CONTINUE THE POLICY AND LIFE INSURANCE COVERAGE IN FORCE. THE PERIOD FOR WHICH THE POLICY AND COVERAGE WILL CONTINUE IN FORCE WILL DEPEND ON: (1) THE AMOUNT, TIMING AND FREQUENCY OF PREMIUM PAYMENTS; (2) CHANGES IN THE FACE AMOUNT AND THE DEATH BENEFIT OPTIONS; (3) CHANGES IN THE INTEREST RATES CREDITED TO THIS POLICY; (4) CHANGES IN THE MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT FOR THIS POLICY AND ANY BENEFITS PROVIDED BY RIDERS TO THIS POLICY; AND (5) LOAN AND PARTIAL NET CASH SURRENDER VALUE WITHDRAWAL ACTIVITY.

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POLICY INFORMATION CONTINUED—POLICY NUMBER 156 212 029

TABLE OF EXPENSE CHARGES

DEDUCTION FROM PREMIUM PAYMENTS:

PREMIUM CHARGE:

WE DEDUCT AN AMOUNT NOT TO EXCEED 8% FROM EACH PREMIUM PAYMENT. WE RESERVE THE RIGHT TO INCREASE THIS PERCENTAGE LIMIT AS A RESULT OF CHANGES IN THE TAX LAWS WHICH INCREASE OUR EXPENSES.

DEDUCTIONS FROM YOUR POLICY ACCOUNT:

ADMINISTRATIVE CHARGE:

FIRST POLICY YEAR: WE DEDUCT \$20.00 AT THE BEGINNING OF EACH POLICY MONTH. SECOND AND SUBSEQUENT POLICY YEARS (BUT NOT BEYOND THE POLICY ANNIVERSARY WHEN THE INSURED PERSON IS ATTAINED AGE 100): WE DEDUCT AN AMOUNT NOT TO EXCEED \$10.00 AT THE BEGINNING OF EACH POLICY MONTH.

TABLE OF SURRENDER CHARGES FOR THE INITIAL BASE POLICY FACE AMOUNT

BEGINNING OF		BEGINNING OF	
POLICY		POLICY	
YEAR	<u>CHARGE</u>	· <u>YEAR</u>	<u>CHARGE</u>
01	\$464,242.14	09	\$229,144.80
02	\$437,152.49	10	\$196,041.96
03	\$410,146.80	11	\$162,934.46
04	\$383,141.12	12	\$129,742.98
05	\$356,051.46	13	\$96,640.14
06	\$328,541.96	14	\$63,532.64
07	\$295,434.45	15	\$30,341.16
08	\$262,238.31	16 AND LATER	\$0.00

A SURRENDER CHARGE WILL BE SUBTRACTED FROM YOUR POLICY ACCOUNT IF THIS POLICY IS GIVEN UP FOR ITS NET CASH SURRENDER VALUE WITHIN THE FIRST FIFTEEN POLICY YEARS. THE SURRENDER CHARGE IN THE FIRST POLICY MONTH OF EACH POLICY YEAR IS SHOWN IN THE TABLE ABOVE. DURING THE FIRST FIVE POLICY YEARS THE SURRENDER CHARGE DECLINES UNIFORMLY IN EQUAL MONTHLY AMOUNTS UNTIL IT REACHES \$331,298.97 IN THE TWELFTH MONTH OF POLICY YEAR FIVE. STARTING IN POLICY YEAR SIX, THE SURRENDER CHARGE DECLINES UNIFORMLY IN EQUAL MONTHLY AMOUNTS UNTIL IT REACHES ZERO IN THE TWELFTH MONTH OF POLICY YEAR FIFTEEN.

IF THE BASE POLICY FACE AMOUNT IS REDUCED WITHIN THE FIRST FIFTEEN POLICY YEARS, A PROPORTIONATE SHARE OF THE APPLICABLE SURRENDER CHARGE AT THAT TIME WILL BE DEDUCTED FROM YOUR POLICY ACCOUNT. SEE SURRENDER CHARGES PROVISION FOR A DESCRIPTION OF THE PROPORTIONATE SURRENDER CHARGE.

ADMINISTRATIVE OFFICE:

AXA EQUITABLE LIFE INSURANCE COMPANY

NATIONAL OPERATIONS CENTER 10840 BALLANTYNE COMMONS PARKWAY CHARLOTTE, NC 28277 (800) 777-6510

_____ TABLE OF MAXIMUM MONTHLY CHARGES FOR BENEFITS _____

BENEFITS

MONTHLY DEDUCTION FROM POLICY ACCOUNT

PERIOD 17 YEARS

BASE POLICY LIFE INSURANCE

MAXIMUM MONTHLY COST OF INSURANCE RATE FOR THE BASE POLICY (SEE PAGE 4 - CONTINUED) TIMES THOUSANDS OF NET AMOUNT AT RISK. NO DEDUCTION IS MADE AFTER AGE 100 OF THE INSURED PERSON.

	TABLE OF MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1,000 OF NET AMOUNT AT RISK FOR THE BASE POLICY
INSURED PERSON'S ATTAINED	
AGE	RATE
AGE	MATE
83	7.98833
84	9.02000
85	10.16417
86	11.40333
87	12.74917
88	14.19083
89	15.75500
90	17.44583
91	19.30500
92	21.39667
93	23.84000
94	26.92583
95	31.31000
96	38.50417
97	52.27500
<i>)</i> (J. 2. 2. 1. 3. 1. 3. 1. 3. 1. 3. 1. 3. 1. 3. 1. 3. 1. 3. 1. 3. 1. 3. 1. 3. 1. 3. 1. 3. 1. 3. 1. 3. 1. 3. 1. 3.
98	83.33250
99	83.33250
100 AND	•
OVER	0.00000

TABLE OF PERCENTAGES

INSURED PERSON'S ATTAINED AGE	PERCENTAGE	INSURED PERSON'S ATTAINED AGE	PERCENTAGE
40 and under	250%	61	128%
41	243	62	126
42	236	63	124
43	229	64 .	122
44	.222	65	120
45	215	66	119
46	209	67	118
47	203	68	117
48	197	69	116
49	191	70	115
50	185	. 71	113
51	178	72	111
52	171	73	. 109
53	164	74	107
54	157	75-90	105
55	150	91	104
56	146	92	103
57	142	93	102
58	138	94 and above	101
59	134		
60	130		

Section 7702 of the Internal Revenue Code of 1986, as amended (i.e., the "Code"), gives a definition of life insurance which limits the amounts that may be paid into a life insurance policy relative to the benefits it provides. Even if this policy states otherwise, at no time will the "future benefits" under this policy be less than an amount such that the "premiums paid" do not exceed the Code's "guideline premium limitations." We may adjust the amount of premium paid to meet these limitations. Also, at no time will the "death benefit" under the policy be less than the "applicable percentage" of the "cash surrender value" of the policy. The above terms are as defined in the Code. In addition, we may take certain actions, described here and elsewhere in the policy, to meet the definitions and limitations in the Code, based on our interpretation of the Code. Please see "Policy Changes -Applicable Tax Law" for more information.

Those Who Benefit from this Policy

Owner. The owner of this policy is the insured person unless otherwise stated in the application, or later changed.

As the owner, you are entitled to exercise all the rights of this policy while the insured person is living. To exercise a right, you do not need the consent of anyone who has only a conditional or future ownership interest in this policy.

Beneficiary. The beneficiary is as stated in the application, unless later changed. The beneficiary is entitled to the Insurance Benefit of this policy. One or more beneficiaries for the Insurance Benefit can be named in the application. If more than one beneficiary is named, they can be classed as primary or contingent. If two or more persons are named in a class, their shares in the benefit can be stated. The stated shares in the Insurance Benefit will be paid to any primary beneficiaries who survive the insured person. If no primary beneficiaries survive, payment will be made to any surviving contingent beneficiaries. Beneficiaries who survive in the same class will share the Insurance Benefit equally, unless you have made another arrangement with us.

If there is no designated beneficiary living at the death of the insured person, we will pay the Insurance Benefit to the insured person's surviving children in equal shares. If none survive, we will pay the insured person's estate.

Changing the Owner or Beneficiary. While the insured person is living, you may change the owner or beneficiary by written notice in a form satisfactory to us. You can get such a form from your financial professional or by writing to us at our Administrative Office. The change will take effect on the date you sign the notice; however, it will not apply to any payment we make or other action we take before we receive the notice.

Assignment. You may assign this policy, if we agree; however, we will not be bound by an assignment unless we have received it in writing at our Administrative Office. Your rights and those of any other person referred to in this policy will be subject to the assignment. We assume no responsibility for the validity of an assignment. An absolute assignment will be considered as a change of ownership to the assignee.

The Insurance Benefit We Pay

We will pay the Insurance Benefit of this policy to the beneficiary upon the death of the insured person when we receive at our Administrative Office (1) proof that the insured person died while this policy was in force; and (2) all other requirements we deem necessary. The Insurance Benefit includes the following amounts, which we will determine as of the date of death of the insured person:

- the Death Benefit described in the "Death Benefit" provision;
- plus any other benefits then due from riders to this policy;
- minus any policy loan and accrued interest, or liens;
- minus any overdue deductions from your Policy Account if the insured person dies during a grace period.

We will add interest to the resulting amount in accordance with applicable law. We will compute the interest at a rate we determine, but not less than the rate required by any applicable law. Payment of the Insurance Benefit may also be affected by other provisions of this policy. See the "Other Important Information" section of this policy, where we specify our right to contest the policy, the suicide exclusion, and what happens if age or sex has been misstated. Additional exclusions or limitations (if any) are listed in the Policy Information section.

04-100-5 Page 5

Death Benefit. The Death Benefit of this policy will be determined under either Option A or Option B, whichever you have chosen and is in effect on the date of death of the insured person.

Document 47-6

Under Option A, the Death Benefit is the greater of (a) the base policy face amount; or (b) a percentage of the amount in your Policy Account on the date of death of the insured person.

Under Option B, the Death Benefit is the greater of (a) the base policy face amount plus the amount in your Policy Account on the date of death of the insured person; or (b) a percentage of the amount in your Policy Account on the date of death of the insured person.

The percentages referred to above are the percentages from the "Table of Percentages" shown on Page 4-Continued of this policy for the insured person's age (nearest birthday) at the beginning of the policy year of determination.

Coverage After Age 100. If the policy is in force on the policy anniversary when the insured person reaches age 100, it will remain in force subject to the policy loan provision. However, no premium payments, partial withdrawals, changes in face amount or changes in Death Benefit Option will be permitted after age 100 of the insured person; policy loans and loan repayments may continue to be made, subject to our normal rules as stated in other provisions of the policy pertaining to these items. No deductions for cost of insurance or administrative charges will be made after age 100 of the insured person.

Reducing the Face Amount of the Base Policy Changing the Death Benefit Option

You may reduce the face amount of the base policy or change the death benefit option by written request to us at our Administrative Office, subject to the following conditions:

- 1. After the second policy year while this policy is in force, you may ask us to reduce the base policy face amount but not to less than \$50,000. Any such reduction in the face amount may not be less than \$10,000. If you reduce the base policy face amount before the end of the twentieth policy year, we will deduct a proportionate amount of any applicable surrender charge from your Policy Account.
- 2. After the second policy year while this policy is in force, you can change your death benefit option. Any requested change to death benefit Option B must be made while the insured person is not more than attained age 90. If you ask us to change from Option A to Option B, we will decrease the base policy face amount by the amount in your Policy Account on the date the change takes effect. However, we will decline to make such change if it would reduce the base policy face amount to less than \$50,000. If you ask us to change from Option B to Option A, we will increase the base policy face amount by the amount in your Policy Account on the date the change takes effect. Such decreases and increases in the base policy face amount are made so that the death benefit remains the same on the date the change takes effect.
- 3. The change will take effect at the beginning of the policy month that coincides with or next follows the date we approve your request.
- 4. We reserve the right to decline to make any change that we determine would cause this policy to fail to qualify as life insurance under applicable tax law as interpreted by us.
- 5. You may ask for a change by completing an application for change, which you can get from your financial professional or by writing to us at our Administrative Office. A copy of your application for change will be attached to the new Policy Information section that we will issue when the change is made. The new section and the application for change will become a part of this policy. We may require you to return this policy to our Administrative Office to make a policy change.

04-100-5 Page 6

The Premiums You Pay

The minimum initial premium payment shown in the Policy Information section is due on or before delivery of this policy. No insurance will take effect before a premium at least equal to the minimum initial premium is paid. Other premiums may be paid at our Administrative Office at any time prior to attained age 100 of the insured person while this policy is in force. We will furnish you with a premium receipt, signed by one of our officers, upon request.

We will send premium notices to you for the planned periodic premium shown in the Policy Information section. You may skip planned periodic premium payments. However, this may adversely affect the duration of the Death Benefit and your policy's values. We will assume that any payment you make to us is a premium payment, unless you tell us in writing that it is a loan repayment.

If you stop paying premiums, insurance coverage will continue for as long as the Net Policy Account Value is sufficient to cover the monthly deductions described in the "Monthly Deductions" provision, with a further extension of coverage as described in the "Grace Period" provision.

Limits. Each premium payment after the initial one must be at least \$100. We may increase this minimum limit 90 days after we send you written notice of such increase. We reserve the right to limit the amount of any premium payments you may make if they would immediately result in more than a dollar for dollar increase in the Death Benefit (which would happen if the Death Benefit is determined as a percentage of the Policy Account, as described in the "Death Benefit" provision), unless you provide satisfactory evidence of insurability of the insured person.

We also reserve the right not to accept premium payments or to return excess amounts that we determine would cause this policy to fail to qualify as life insurance under applicable tax law as interpreted by us.

Grace Period. At the beginning of each policy month, we compare the Net Policy Account Value (this is equal to the amount in your Policy Account minus any policy loan and accrued loan interest) to the total monthly deductions described in the "Monthly Deductions" provision. If the Net Policy Account Value is sufficient to cover the total monthly deductions, this policy is not in default.

If the Net Policy Account Value at the beginning of any policy month is not sufficient to cover the total monthly deductions, the policy is in default as of the first day of such policy month.

If the policy is in default, we will send you and any assignee on our records at last known addresses written notice stating that a grace period of 61 days has begun starting with the date the notice is mailed. The notice will also state the amount of payment that is due.

The payment required will not be more than an amount sufficient to increase the Net Policy Account Value to cover all monthly deductions for 3 months, calculated assuming no interest was credited to the Policy Account and no policy changes were made.

If we do not receive such amount at our Administrative Office before the end of the grace period, we will then (1) withdraw and retain any amount in your Policy Account; and (2) send a written notice to you and any assignee on our records at last known addresses stating that this policy has ended without value.

If we receive the requested amount before the end of the grace period, but the Net Policy Account Value is still insufficient to cover total monthly deductions, we will send a written notice that a new 61 day grace period has begun and request an additional payment.

If the insured person dies during a grace period, we will pay the Insurance Benefit as described on Page 5.

04-100-7 Page 7

Restoring Your Policy Benefits. If this policy has ended without value and was not given up for its Net Cash Surrender Value, you may restore policy benefits while the insured person is alive. In order to restore benefits, you must:

Document 47-6

- Ask for restoration of policy benefits within 5 years from the end of the grace period; and
- 2. Provide evidence of insurability satisfactory to us; and
- Make a required payment. The required payment will not be more than an amount sufficient to cover (i) total monthly deductions for 3 months, calculated from the effective date of restoration; and (ii) the premium charge. We will determine the amount of this required payment as if no interest was credited to your Policy Account.

We must receive the required payment while the insured person is alive. We will deduct the premium charge from the required payment. The policy account on the date of restoration will be equal to the balance of the required payment.

The effective date of the restoration of policy benefits will be the beginning of the policy month which coincides with or next follows the date we approve your request. We will start to make monthly charges again as of the effective date of restoration. The schedule of surrender charges that was applicable on the date of default will also be applicable to the restored policy.

We reserve the right to decline to restore this policy if in our opinion it would cause this policy to fail to qualify as life insurance under applicable tax law.

Your Policy Account and How it Works

Premium Payments. When we receive your premium payments, we subtract the premium charge shown in the table in the "Policy Information" section and any overdue monthly deductions We put the balance (the net premium) into your Policy Account as of the date we receive the premium payment at our Administrative Office and before any deductions from your Policy Account due on that date are made. However, we will put the initial net premium payment into your Policy Account as of the Register Date if it is later than the date of receipt. No premiums will be applied to your Policy Account until the minimum initial premium payment, as shown in the "Policy Information" section, is received at our Administrative Office.

We credit interest to your Policy Account at effective annual rates we determine periodically. We make deductions from your Policy Account as described in the "Monthly Deductions" provision. We also subtract from your Policy Account any partial Net Cash Surrender Value withdrawals you ask for; more details are given in the Cash Surrender Value section of this policy.

Monthly Deductions. At the beginning of each policy month we make a deduction from your Policy Account to cover the charges described below. If you do not submit the full minimum initial premium with your application, and the minimum initial premium is paid upon delivery, your monthly charges commence as of the Register Date. Such deduction for any policy month is the sum of the following amounts determined as of the beginning of that month:

- the monthly administrative charge;
- the monthly cost of insurance for the insured person; and
- the monthly cost of any benefits provided by riders to this policy.

The monthly cost of insurance is the sum of (a) our current monthly cost of insurance rate times the net amount at risk at the beginning of the policy month divided by \$1,000; plus (b) any flat extra charge shown in the "Policy Information" section. The net amount at risk at any time is the Death Benefit (calculated as of that time) minus the amount in your Policy Account at that time.

04-100-7 Page 8 We will determine cost of insurance rates from time to time. Any change in the cost of insurance rates we use will be as described in the "Changes in Policy Cost Factors" provision. They will never be more than those shown in the Table of Maximum Monthly Cost of Insurance Rates Per \$1000 of Net Amount at Risk for the Base Policy on Page 4-Continued.

No monthly deductions are made after age 100 of the insured person.

Other Deductions. We also make the following other deductions from your Policy Account as they occur:

• We deduct a surrender charge if, before the end of the fifteenth policy year, you give up this policy for its Net Cash Surrender Value or you reduce the base policy face amount.

How We Add Interest. We will credit the amount in your Policy Account with interest at rates we determine. We will determine such interest rates periodically in advance for unloaned and loaned amounts. The rates may be different for unloaned and loaned amounts. Any change in the interest rates we determine will be as described in the "Changes in Policy Cost Factors" provision. Such interest rates will not be less than 3% per year. Interest accrues and is credited on unloaned amounts in your Policy Account daily. However, we will credit interest on the initial net premium from the Register Date if it is later than the date of receipt provided the initial premium is at least equal to the minimum initial premium shown on Page 3 of the policy.

We credit interest on the loaned portion of your Policy Account daily. The interest rate we credit to the loaned portion of your Policy Account will be at an annual rate up to 2% less than the loan interest rate we charge. However, we reserve the right to credit a lower rate than this if in the future tax laws change such that our taxes on policy loans or policy loan interest are increased. In no event will we credit less than 3% per year.

On each policy anniversary and at any time you repay all of a policy loan, we will transfer the interest that has been credited to the loaned portion of your Policy Account to the unloaned portion of your Policy Account.

The Cash Surrender Value of this Policy

Cash Surrender Value. The Cash Surrender Value on any date is equal to the amount in your Policy Account on that date minus any applicable surrender charge.

Net Cash Surrender Value. The Net Cash Surrender Value is equal to the Cash Surrender Value minus any policy loan and accrued loan interest. You may give up this policy for its Net Cash Surrender Value at any time while the insured person is living. You may do this by sending us a written request for it and this policy to our Administrative Office. Your written request for cancellation or surrender must include the following:

- 1. A statement that makes it clear that you intend to surrender the contract:
- 2. The policy number of the policy to be surrendered;
- 3. The name of the insured person and your name (if other than the insured person) and address where proceeds should be mailed;
- 4. Your signature and, if required by the policy or by a legally binding document of which we have an actual notice, the signature of a collateral assignee or other person having an interest in the policy through the legally binding document.

If this policy has a Cash Surrender Value and is being given up for its Net Cash Surrender Value, a completed withholding authorization must also be included with your written request. If this form is not provided to us with your written request for surrender, we will withhold income tax on the taxable portion of your distribution at the mandated federal and state tax rates. We will compute the Net Cash Surrender Value as of the date we receive your request for it and this policy at our Administrative Office. If the policy has been lost, stolen or destroyed, you must include a statement in the written request that the policy was lost, stolen or destroyed with an approximate date of when the policy was lost, stolen or destroyed. All insurance coverage under this policy ends on the date we receive your written request.

Surrender Charges. If you give up this policy for its Net Cash Surrender Value before the end of the fifteenth policy year, we will subtract a surrender charge from your Policy Account. A table of surrender charges for the initial base policy face amount is in the "Policy Information" section.

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If the base policy face amount is reduced before the end of the fifteenth policy year, we will also deduct a proportionate amount of any applicable surrender charge from your Policy Account. We will send you a new Policy Information section in the event of a reduction in the base policy face amount. It will become a part of this policy. We may require you to return this policy to our Administrative Office to make a change.

We have filed a detailed statement of the method of computing surrender charges with the insurance supervisory official of the jurisdiction in which this policy is delivered.

Partial Net Cash Surrender Value Withdrawal. After the first policy year, and while the insured person is living, you may ask for a partial Net Cash Surrender Value withdrawal by written request to our Administrative Office. Your request will be subject to our approval based on our rules in effect when we receive your request, and to the minimum withdrawal amount of \$500.00. We have the right to decline a request for a partial Net Cash Surrender Value withdrawal if this would cause the policy to fail to qualify as life insurance under applicable tax law, as interpreted by us. We will decline a request for a partial Net Cash Surrender Value withdrawal if this would cause a decrease in the base policy face amount to less than \$50,000. A partial withdrawal will result in a reduction in the Cash Surrender Value and in your Policy Account equal to the amount withdrawn as well as a reduction in your Death Benefit. If the Death Benefit is Option A, the withdrawal may also result in a decrease in the face amount; there will be no proportionate surrender charge due to such a decrease.

Such withdrawal and resulting reduction in the Death Benefit, in the Cash Surrender Value and in your Policy Account will take effect on the date we receive your written request at our Administrative Office. We will send you a new Policy Information section if a withdrawal results in a reduction in the face amount. It will become a part of this policy. We may require you to return this policy to our Administrative Office to make a change.

How a Loan Can Be Made

Policy Loans. You can take a loan on this policy while it has a loan value. This policy will be the only security for the loan. The initial loan and each additional loan must be for at least \$500.00. Any amount on loan is part of your Policy Account. We refer to this as the loaned portion of your Policy Account,

Carry Over Loans. If this policy was issued based, in whole or part, upon an exchange of another life insurance policy, any transferred existing loan from the exchanged policy as approved by us will be put into the loaned portion of your Policy Account. If a refund is made under the "Right to Examine Policy" provision, we will subtract any policy loan and accrued loan interest from that refund.

Loan Value. The loan value on any date is the Cash Surrender Value on that date discounted at the loan interest rate we charge to the next policy anniversary. The amount of any new loan you take may not be more than the loan value, less any existing loan and accrued loan interest. If you request an increase to an existing loan, the additional amount requested will be added to the amount of the existing loan and accrued loan interest.

Loan Interest. Interest on a loan accrues daily at an adjustable loan interest rate. We will determine the rate at the beginning of each policy year, subject to the following paragraphs. It will apply to any new or outstanding loan under the policy during the policy year next following the date of determination.

The maximum loan interest rate for a policy year shall be the greater of (1) the "Published Monthly Average," as defined below, for the calendar month that ends two months before the date of determination or (2) 4%. "Published Monthly Average" means the Moody's Corporate Bond Yield Average - Monthly Average Corporates published by Moody's Investors Service, Inc., or any successor thereto. If such averages are no longer published, we will use such other averages as may be established by regulation by the insurance supervisory official of the jurisdiction in which this policy is delivered. We reserve the right to establish a rate lower than the maximum.

No change in the rate shall be less than $\frac{1}{2}$ of 1% per year. We may increase the rate whenever the maximum rate as determined by clause (1) of the preceding paragraph exceeds the rate being charged by $\frac{1}{2}$ of 1% or more. We will reduce the rate to or below the maximum rate as determined by clause (1) of the preceding paragraph if such maximum is lower than the rate being charged by $\frac{1}{2}$ of 1% or more.

We will notify you of the initial loan interest rate when you take out a loan. We will also give you advance written notice of any increase in the interest rate of any outstanding loan.

Loan interest is due on each policy anniversary. If the interest is not paid when due, it will be added to your outstanding loan and bear interest at the loan rate then in effect.

04-100-9GA Page 10 Loan Repayment. You may repay all or part of a policy loan at any time while the insured person is alive and this policy is in force.

Failure to repay a policy loan or to pay loan interest will not terminate this policy unless at the beginning of a policy month the Net Policy Account Value is less than the total monthly deduction then due. In that case, the "Grace Period" provision will apply.

A policy loan will have a permanent effect on your benefits under this policy even if it is repaid.

Our Annual Report to You

For each policy year we will send you without charge a report for this policy that shows the current Death Benefit, the value of your Policy Account, the Cash Surrender Value and any policy loan with the current loan interest rate. It will also show the premiums paid and any other information as may be required by the insurance supervisory official of the jurisdiction in which this policy is delivered.

How Benefits Are Paid

The Insurance Benefit or your Net Cash Surrender Value withdrawals are paid immediately in one sum. Amounts paid will not be subject to the claims of creditors or to legal process, to the extent permitted by law.

Other Important Information

Your Contract with Us. This policy is issued in consideration of payment of a premium at least equal to the minimum initial premium payment shown in the "Policy Information" section. This policy, any riders or endorsements, and the attached copy of the initial application and all subsequent applications to change this policy, and all additional Policy Information sections added to this policy, make up the entire contract. The rights conferred by this policy are in addition to those provided by applicable Federal and State laws and regulations.

Only our Chairman of the Board, our President or one of our Vice Presidents can modify this contract or waive any of our rights or requirements under it. The person making these changes must put them in writing and sign them.

Policy Changes — Applicable Tax Law. For you and the beneficiary to receive the tax treatment accorded to life insurance under Federal law, this policy must qualify initially and continue to qualify as life insurance under the Code or successor law. Therefore, we have reserved earlier in this policy the right to decline to accept premium payments, to decline to change Death Benefit Options, to decline to change the face amount, or to decline to make partial withdrawals that, in our opinion, would cause this policy to fail to qualify as life insurance under applicable tax law. Further, we reserve the right to make changes in this policy or its riders (for example, in the percentages in the "Death Benefit" provision) or to require additional premium payments, or to make distributions from this policy or to change the face amount to the extent we deem it necessary to continue to qualify this policy as life insurance. Any such changes will apply uniformly to all policies that are affected. You will be given advance written notice of such changes.

Changes in Policy Cost Factors. Changes in policy cost factors (interest rates we credit, cost of insurance deductions and expense charges) will be on a basis that is equitable to all policyholders of a given class, and will be determined based on reasonable assumptions as to expenses, mortality, policy and contract claims, taxes, investment income, and lapses. Any change in policy cost factors will never result in an interest crediting rate that is lower than that guaranteed in the policy, or policy charges that exceed the maximum policy charges guaranteed in the policy. Any change in policy cost factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which this policy is delivered.

When the Policy is Incontestable. We have the right to contest the validity of this policy based on material misstatements made in the initial application for this policy. However, we will not contest the validity of this policy after it has been in effect during the lifetime of the insured person for two years from the earlier of the Register Date or date of issue shown in the Policy Information section.

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We also have the right to contest the validity of any policy change or restoration based on material misstatements made in any application for that change or restoration. We will not contest any policy change that requires evidence of insurability, or any restoration of this policy, after the change or restoration has been in effect for two years during the lifetime of the insured person.

No statement shall be used to contest a claim unless contained in an application.

All statements made in an application are representations and not warranties.

See any additional benefit riders for modifications of this provision that apply to them.

What if Age or Sex has Been Misstated? If the insured person's age or sex has been misstated on any application, the Death Benefit and any benefits provided by riders to this policy shall be those which would be purchased by the most recent deduction for the cost of insurance, and the cost of any benefits provided by riders, at the correct age and sex.

How the Suicide Exclusion Affects Benefits. If the insured person commits suicide (while sane or insane) within two years after the earlier of the Register Date or the date of issue shown in the Policy Information section, our liability will be limited to the payment of a single sum. This sum will be equal to the premiums paid, minus any loan and accrued loan interest and minus any partial withdrawal of the Net Cash Surrender Value. If the insured person commits suicide (while sane or insane) within two years after the effective date of a change that you asked for that increases the Death Benefit, then our liability as to the increase in amount will be limited to the payment of a single sum equal to the monthly cost of insurance deductions made for such increase.

How We Measure Policy Periods and Anniversaries. We measure policy years, policy months, and policy anniversaries from the Register Date shown in the Policy Information section. Each policy month begins on the same day in each calendar month as the day of the month in the Register Date.

When We May Defer Payment. We may defer payment of any Net Cash Surrender Value withdrawal or loan amount (except when used to pay premiums to us) for up to six months after we receive a request for it. We will allow interest, at a rate of at least 3% per year, on any Net Cash Surrender Value payment that we defer for 30 days or more.

The Basis We Use for Computation. We provide Cash Surrender Values that are at least equal to those required by law. If required to do so, we have filed with the insurance supervisory official of the jurisdiction in which this policy is delivered a detailed statement of our method of computing such values. We compute reserves under this policy by the Commissioners' Reserve Valuation Method.

We use the 1980 Commissioners' Standard Ordinary Male or Female Mortality Tables at attained ages 0-17, and the 1980 Commissioners' Standard Ordinary Male or Female, Smoker or Non-Smoker Mortality Tables at attained ages 18 and over, as the basis for determining maximum insurance costs and minimum cash surrender values. We take account of the sex, attained age, and class of risk of the insured person. For attained ages 18 and over, we also take account of the tobacco user status of the insured person. We use a minimum effective annual interest rate of 3%.

For policies issued at attained ages 0-17, an insured person's cost of insurance rate is not based on that person's status as a tobacco user or non-tobacco user. Effective with the policy anniversary when that insured person reaches attained age 18, non-tobacco user cost of insurance rates will be charged for that person. For policies issued at attained ages 18 or over, an insured person's cost of insurance rate takes account of that person's status as a tobacco user or non-tobacco user.

Change from Tobacco User Rates to Non-Tobacco User Rates. Any insured person attained age 18 or over being charged tobacco user rates may be eligible for non-tobacco user rates. The change, if approved, may result in lower future cost of insurance rates beginning on the effective date of change to non-tobacco user rates.

Upon request made to our Administrative Office, we will provide forms and instructions as to how you may apply for non-tobacco user rates. The change will be based upon our general underwriting rules in effect at the time of application, and may include criteria other than tobacco use status as well as a definition of tobacco use different from that applicable at the time this policy was issued.

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The change to non-tobacco user rates, if approved, will take effect at the beginning of the policy month that coincides with or next follows the date we approve your request. A copy of your application for the change will be attached to the new Policy Information section that we will issue when the change is made. The new section and the application for change will become part of this policy. We may require you to return this policy to our Administrative Office to make the change. This change may have adverse tax consequences.

Document 47-6

The change to non-tobacco rates will be contestable; however, we will not contest the change after it has been in effect for two years during the lifetime of the insured person. In the event of a successful contest, the Death Benefit and any benefits provided by riders to this policy shall be those which would be purchased by the most recent deduction for the cost of insurance, and the cost of any benefits provided by riders, at tobacco user rates.

Policy Illustrations. Upon request we will give you an illustration of the potential future benefits under this policy, based upon both guaranteed and current cost factor assumptions.

Policy Changes. You may add additional benefit riders or make other changes, subject to our rules at the time of change.

Conversion Privilege. You may, with the written consent of the insured person, request that we convert this policy to a variable life insurance policy we are then offering. You may request this at any time after the first policy year but not later than the fifth policy year after the register date of this policy. The new policy will be subject to its own issue age and face amount limits. If the insured person is less than attained age 65 at the time of the request, we will not require any evidence of insurability except as specifically noted below. If the insured person is attained age 65 or over at the time of the request, we will require evidence of insurability satisfactory to us. In all cases, this request is also subject to all of the following conditions:

- 1. This policy must be in force on the date of conversion. The insured person may not then be disabled under the terms of any disability waiver rider in effect under this policy.
- 2. The new policy will have a face amount of insurance equal to the face amount of insurance under this policy on the date of conversion. In order for the new policy to qualify as life insurance under the Internal Revenue Code or successor legislation, as interpreted by us, it may be necessary to increase the face amount of the new policy. If so, any increase in the face amount of the new policy to assure that the new policy meets the definition of life insurance will be subject to evidence of insurability satisfactory to us.
- 3. The register date and issue date of the new policy will be the same as the date of conversion. Premiums and charges for the new policy will be based on the company's rates in effect for the new policy for the then current issue age of the insured person and the same class of risk or the closest comparable class as under this policy. You may request a more favorable risk classification for the insured person; however, this will be subject to evidence of insurability satisfactory to us.
- 4. Any additional benefit riders in effect under this policy will be included with the new policy only if they are then available with the new policy as of its issue date. You may request to add new additional benefit riders to the new policy; however, this will be subject to evidence of insurability satisfactory to us.
- 5. Any policy loan and accrued loan interest under this policy must be repaid prior to conversion.

The suicide exclusion and contestable periods of the new policy will be determined from the date of issue of this policy rather than the date of issue of the new policy, except to the extent evidence of insurability was required as noted in the first paragraph of this provision and in items 2, 3, and 4.

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We will waive the surrender charge applicable to this policy on the date of conversion up to, but not to exceed, the amount of the first year surrender charge for the new policy. We will retain the excess, if any, over this amount and deduct it from this policy's Policy Account on the date of conversion. We will transfer the balance of your Policy Account Value to the new policy. Your Policy Account Value for the new policy will be allocated to the investment options under the new policy as directed by you on the application completed for the conversion, and in accordance with the terms of the new policy. The initial premium and deduction allocation percentages that you specify on the application will continue to apply unless later changed by you. Monthly deductions for the new policy, including any additional benefit riders, will start on the register date of the new policy. The new policy will be subject to all charges according to its terms. Coverage under this policy will terminate on the conversion date.

You may examine the new policy and cancel it if you are not satisfied with it; you will have as many days after the conversion date to do this as you had to cancel this policy after it was delivered to you originally. You must send a written request for cancellation within this time period to our Administrative Office. If you do this, we will (1) reinstate this policy and the same additional benefit riders, if any, that you had originally and (2) refund any premium payments made under the new policy.

04-100-13 Page 14 THIS ENDORSEMENT IS PART OF THIS POLICY.

NOTICE

THE LAWS OF THE STATE OF GEORGIA PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

	·	AMEND	MENT TO	O APPLICATIO	N
Name of P Insured:	Maji		Koenig	Application	:#V4F06'.
	First	Middle Initial	Last		
Policy or (Confract No.: 15	6 208 141			
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	Your applic	ation is hereby a	mended by the	undersigned in the follows	ing particulars;
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EV 237-401 / 180-237E Application Amendment AMIGV-2005 App

156212029

AMENDMENT TO APPLICATION

Name of Proposed Insured	MALI KOENIG			Application Dated_	MAY 12, 20
Policy No	First 156 212 029	Middle Initial	Lagt	_	•
10007110					
	TO AXA EQUIT	'ABLE LIFE IN	SURANCI	COMPANY	
				the following particulars:	
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Agent;					
Agency:					

5/31/2006 4:21:34 PM [Eastern Daylight Time]

C3 AXA Equitable Life Insurance Company 1290 Avenue of the Americas New York, NY 10104

C3 MONY 1.We Insurance Company of America 1290 Avenue of the Americas New York, NY 10104

Application For Life Insurance Part I Form No LIFEAPP-GA/OR (2005)

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(If less than 1 ye	
Employer Address	City State , Zip + 4 Code
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state of the United States) then he, she or it may have to pro-	ovide additional documentation, including IRS form W 8 BEN
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	Provide the Applicant's name, address and Taxpayer ID, if different from the Insured and Owner, in Remarks Section		
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B.	Any plans to travel or reside outside the United States?	☐ Yes	E-No
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C.	Have you been disabled for 2 or more weeks within the last 2 years?	☐ Yes	15T-No
D.	In the last year flown other than as a passenger or plan to do so?	□ Yes	₽N
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	hang gliding, parachulung or flying ultra-light aircraft or other hazardous sports or hobbies?	D) Yes	IR No
_	(If "Yes", complete Avocation Supplement)		
۲.	In the fast 10 years Ever had an application for life or health insurance that was declined, required an extra premium or other modification?	☐ Yes	EC NO
c	(if "Yes", state companies and provide full details in Remarks) In the last 10 years, have you been convicted of, or pied "no contest" to a felony?	ID V	rat Na
u.	(if "Yes" in "Remarks", state full details of offense and penalty, with dates)	□ Yes	E No
H	Do you currently use any form of tobacco or recoune product? Yes 25No Type Avg Quantity # packs	Eronion	•
L	Do you currently use any form of tobacco or nicotine product? D Yes ZNO Type Avg Quantity # packs	r request	~ <i>y</i>
3	MEDICAL INFORMATION (Proposed Insured) Please Note: Complete this section even if a paramedical or medical exam is	being ord	ered.
	North E D. L. & Words M. W.		
R			
C.	Personal Physician Name please See Cema (18)		_
	Date and Reason for Last Visit in the Last 5 Years no chuse since modiul etan in	TA O	7
	What treatment was given or recommended? (If none, so state)	<u> 170 - </u>	-3
	Proposed Insured		
F.	In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, aimor, cancer,		
	respiratory or neurological disorder?	☐ Yes	EX No
G.	In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility?	- RO Yes	□ No
	(Also include medical checkups in the last 2 years - Do not include colds, minor injuries or normal pregnancy)	-7	
H	In the last 10 years		
	1 Used, except as legally prescribed by a physician, tranquitizers, barbiturates or other sedatives, marijuana, cocaine, hallucinogens or other		
	mood altering drugs, heroin, methadone or other narcotics, amphetamines or other stimulants, or any other illegal or controlled substances?	1	
	(If "Yes", complete Substance Usage Supplement.)	□ Yes	ONZS
	2 Received counseling or treatment regarding the use of alcohol of drugs including attendance at meetings or membership in any		•
	self-fielp group or program such as Alcoholics Anonymous or Narcobes Anonymous?		~
	(If "Yes", complete Substance Usage Supplement.)	C) Yes	ENO
L.	In the last 10 years, been Description with an interested for Accounted Instrume Description (ADC) or AIDS Described Computer (ADC) to a computer of the Computer (ADC) to a computer of the Computer (ADC) to a computer of the Computer of the Computer (ADC) to a computer of the Computer		
	Diagnosed with, or treated for, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC) by a member of the		
J	medical profession?	C) Yes	12KNO
•	Family History Age if Living Cause of Death	1	- N
	Father WWI Dente Camps	Age at De	2071
	Mother Jahr II Dear to mps		
	Sibling		

Question	Miness, Treatment, and Mumber of Attacks,	Onset	Recovery	If disabled,	Doctor, Clinic, or Hospital Complete Address
No.	(include specific diagnosis and medication)	Date	Date	How long?	and Phone Number
		L.			
			1	<u> </u>	
			1	 	
			 	 	
			 		
			.i	L	<u> </u>
WARKS vide details le owner is : e.	for any of the questions, and any other additions Qualified Plan, please indicate the qualified pla	al remarks. n and type	(Attach signed a profess	additional sh and dated by ional.)	eet of paper if necessary; and it must be the Proposed Insured, Owner, and financia
Ac	Kay305 718-941-5	baa			or. Scheta 718-376
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48					156203466 FOF
Bro	OK lyn Ny 11215				Doctors in lo
					
COMPLETI	E IF MONEY IS PAID WITH THE POLICY:		 .		
Amount paid	d with this Application \$O				
Has the und	lersigned read, signed and received a copy of the To greement, including	emporary Ins	urance Agree	ement, and do	they agree to the conditions of the Temporary
	purement that all of the conditions in that Agreement	must be met	before any t	emporary insu	rance takes effect, and
	000,000 Insurance amount limitations, and		•		
(iii) that the	Person Proposed for Insurance is at least 15 days	of age and n	ot older than	75 years of ag	e? - 'ZiYes □ No
(AIDS) or AID	ny Person Proposed for Insurance has been diagnosed or IS Related Complex (ARC) by a member of the medical p a stroke, or a héart attack within the last year, a premium r	rolession with	n the last 10 w	ears or	drome
EEMENT.	ach signer of this application agrees that.				
1) The state acting on	ements and answers in all parts of this application are tr i this application	ue and comple	e We (the C	ompany checke	d on page 1 of this application) may rely on them
2) The Tem	porary insurance Agreement states the conditions that ry insurance is not provided for a policy or benefit applied	must be met l for under the t	before any ins terms of a guar	surance takes ei ranteed msurabi	flect if money is paid before the policy is delivere Ry option or a conversion profilege.
Tempora			e effect on this	s application (a)	1876 2 Printer to delivered and the full initial renow
tempora Except at for it is port (our) tono	s stated in the Temporary Insurance Agreement, no insur and while the person(s) proposed for insurance is (are) liv invieoge and bekef the statements and answers in all part premium is paid	nna: (b) before	anv Registen	ed Date specific	if its this application, and felt where to the best of
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AXA Equitable Life Insurance Company

☐ MONY Life insurance Company of America

ACKNOWLEDGEMENT OF UNDERWRITING PRACTICES

I (we) acknowledge that I (we) have received a statement of the Underwriting Practices of the Company (les) which describes from whom and why the Company (les) obtains information on my (our) insurability, to whom such information may be reported and how I (we) may obtain it. The statement contains the notice required by the Fair Credit Reporting Act.

AUTHORIZATIONS

TO OBTAIN HEALTH INFORMATION

I (we) authorize any physician, hispital, clinic, medical practitioner, medical testing laboratory, pharmacy or other health care provider, health plan or insurance company (including our Company, with respect to other coverages), or any prescription drug or pharmacy benefit manager or administrator, and the Medical Information Bureau to disclose to the Company (ses) and its authorized representatives any and all information, whether fact or opinion, they may have about any diagnosis, treatment, prognosis, genetic test records, findings and/or results regarding my (our) past, present or future physical or mental condition.

TO OBTAIN NON-HEALTH INFORMATION

I. (we) authorize any employer, business associate, government unit, financial institution, consumer reporting agency, the Medical information Bureau, my (our) insurance agency and my (our) financial professional to disclose to the Company (les) and its authorized representatives any information they may have about my (our) occupation, avocations; finances, driving record, character and general reputation. I (we) authorize the Company (les) to obtain investigative consumer reports, as appropriate.

PURPOSE OF AUTHORIZATIONS

PORPOSE OF AUTHORIZATIONS.

If (we) understand that the information obtained will be used by the Company (les) to determine my (our) eligibility for file insurance coverage and such other uses specified in accordance with the Underwriting Practices attached to this application. In addition, information may be disclosed to the Medical Information Sureau (AIIB) who upon request, may disclose such information about you in its life to another member company with whom you apply for life or health insurance or to whom a claim for benefits may be submitted; when requested by a government agency; in connection with a legal or arbitration proceedings or for other purposes as required or permitted by applicable law, if a policy is issued to me (us), this information may also be used in the future to administer my (our) policy and process claims made under the policy.

COVERAGE CONDITIONS

I (we) understand that the Company (lest) is conditioning the issuance of coverage on the provision of this authorization, and that, while I (we) may refuse to slow this authorization, my (our) refusal to do so could result in coverage not being issued.

ADDITIONAL AUTHORIZATIONS

ADDITIONALLY ACTIONAL ACTIONAL ACTIONAL PROPERTY (ies) may request additional authorizations in order to obtain the information file Company (ies) needs to complete its review of my (our) application and, if the policy is issued, in connection with any claim asserted under the policy, I (we) understand that I (we) am tare) not obligated to provide these additional authorizations but that, if I (we) choose not to provide them, this application and any claim made under the policy, I issued, may be rejected.

Unless otherwise revoked, I (we) agree that this authorization will expire on the earlier of the date that the Company (ies) declines my application for coverage or, if a policy is issued, 24 months from the date of my (our) application. I (we) understand that I (we) may revoke my (our) authorizations are my time, except to the extent that the Company (les) has taken action in relance on this authorization, this application and any claim made under the policy. If issued, may be rejected. My (our) revocation must be submitted in writing to: Chief Underwriter of the Company checked above and on the front page of this application, 1290 Avenue of the Americas, New York New York (1010).

COPY OF AUTHORIZATIONS

I (we) have a right to ask for and receive true copies of this Acknowledgement and Authorization Form and all other authorizations signed by me (us) I (we) agree that reproduced copies will be as valid as the original.

FOR THE APPLICANT'S PROTECTION, THE LAWS OF CERTAIN STATES REQUIRE THIS NOTICE: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HESSIE IS FACILITATING A FRAUD AGAINST AN INSURER, FILES AN APPLICATION OR CLAIM CONTAINING A FALSE OR DECETTIVE STATEMENT AS TO ANY, MATERIAL FACT MAY BE GUILTY OF INSURANCE FRAUD, WHICH MAY RESULT IN LOSS OF COVERAGE UNDER THIS POLICY AND MAY SUBJECT. THE APPLICANT/CLASMANT TO CRIMINAL PROSECUTION.

SOCIAL SECURITY OR TAX 1D. MIMBER CERTIFICATION—UNDER THE PENALTIES OF PERSURY, I CERTIFY THAT ID THE NUMBER SHOWING ON THIS FORM IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER, AND (I) LAM NOT SUBJECT TO BACKUP WITHINDLDING BECAUSE (A) AM EXCIPIT FROM BACKUP WITHINDLDING OR (B) I HAVE NOT BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE (IRS) THAT I AM SUBJECT TO BACKUP WITHINDLDING AS A RESULT OF A FAILURE TO REPORT ALL INTEREST OR DIVIDENDS OR (C) THE IRS HAS NOTIFIED ME THAT I AM NO LONGER SUBJECT TO BACKUP WITHIOLDING AND (ID. IAM A U.S. PERSON ONCLUDING A U.S. RESIDENT ALEN).

CERTIFICATION INSTRUCTIONS: YOU MUST SOUS OUT BEIN (ID) above If you have been notified by the Internal Revenue Service that you are extendly subject to becaup withiologing because you have failed to report all interest as dividends on your last entire.

THE ATTERNAL REVENUE SERVICE BOES NOT BECAURE YOUR CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER TRANSTRE CERTIFICATION REQUIRE TO ANY PROVISIONS OF THIS DOCUMENT OTHER TRANSTRE CERTIFICATION REQUIRE TO ANY PROVISIONS OF THIS DOCUMENT OTHER TRANSTRE CERTIFICATION REQUIRE TO ANY PROVISIONS OF THIS DOCUMENT OTHER TRANSTRE CERTIFICATION REQUIRE TO ANY PROVISIONS OF THIS DOCUMENT OTHER TRANSTRE CERTIFICATION.

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Application Part 2 To: 🗍 /	AXA Equi	tab	le i	Life Insurance Company US Polyment					
	AXA Life	unc	A	minuity Company Reducted of the form: Hew Policy Policy Change Reinstalement					
1 a Proposed fotured first Home)###s he	_		Laction in the park Redacted					
(Please Print) 2. a. Name and address of personal physician	(or			Kaysee- Brookly U.Y.					
Wed (CS) JECES, SANG Elements: (A terrus) es	- التاريخيين (u	m	1000, Rootine Check-up.					
b. Date and reason last consulted if within the just 5 years: 4M1000. ROUTE AD COLOR OF THE COMMENT OF THE COME									
(For all "Yes" answers to Questions 5-8, circle	Boins that up;	44.)		10 pounds in the lest 6 months? • Other then me stuted in answers to Causations 8-6, has					
3. Has Proposed insured over had or been to a. Disease or disorder of eyes, exce, nose or t	g806 101:	Y	3	Promised insured, within the last 5 years: 184 .					
L. Dividence fulding pornulaides parales	e or etroique;			e. Consulted or been examined or treated by any physical or practitioner?					
psychiatris, psychological of encourant mental or nervous disease of disorder?	Cit-Maranico!								
c. Shortness of breaty blood splitting branch amphysems, substitutions and other atropi	a respiratory		J	e. Been a perient in or been examined or treated at a populari, clinic, sunstorium, or other medical facility?					
diames or disorder?			Ø	d. Had stackmountingerm, X-ray, other diagnostic test?					
d. Chast pairt, palpitation, high blood pressur fever, heart muntur, heart attack or other	L qiecane o.		ار	tradon, irrestructs or surgery which was not completed?					
electer of the heart or blood vector? a. Ujoer, hernia, colles, intectinal bleeding; jan			Ø						
onnoids, of other disease of discover of t	he stomach,	_		(Give full classics)					
intestines, there or getblackier? L. Sugar, albumin, blood or pus in utine; sto	the or other	D		b. Has Proposed insured, within the last five years: (i) Smoked olganities?					
disease or disorder of tidency or blackfor?	•	ď	Ø	(II) Used any other form of tobacco (Give full details)					
g. Disbeles; cycl, filmor, or carpet; thyroid disorder; sidn disease or disorder?		R		Age if Age if Age at 10. Family History Living Course of Death Death					
h. Neutils, suttritis, gout, or closess or dis tristcles or bones, including the birtle, or joi	order of the		H	Father 5-05/5 - 4000/120-3					
L. Deformity, immunous or amputation?		ö	Ø	Brothers Sieters 1/4 1/2010 published 1/2 b					
J. Allargies; sryemla; other blood or lymph dis order?	masa or dia-		ø	DETAILS FOR "YES" ANSWERS. Include: L. Question Name					
K. Disorder of prostess, reproductive organ	ne, breezis,	_	d	J. Diagnosis and Treatment, M. Results. Iv. Detected by the v. Names and Addresses of all attending physicians and medic					
intenstruction of pregnency? 4. Is Proposed Insured now under observable	on of laiding	<u> </u>		tacilities. (If additional space is needed, pleese stack a separa stoot, detect, signed and witnessed as below.)					
freelment? 5. Has Proposed Intered, within the last 10 ye	are heen:	9	미	JALL DIE LOOG OF LIDE CONTROLLE					
a. Tested positive for exposure to t	he human		- 1	with dist, scas. Mettering					
having acquired interact telephone syndr				4 Bub ASA, Vit B.					
or AIDS-related Complex (AAO) caused to infection or other alchoes or condition of			À	80 Dr Korcer- Que nouther					
etich infection?			R	theck-up, addies not available to a si tast, eco- grp. polinal					
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other stimulants; or any other Mogal or con stances?		0	솅	Any person who knowingly and with intern to injute, defined,					
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7. Her Proposed Insured's weight changed by		_	맒	Information to guility of a felority of the third dogrees.					
The above statements and answers are true and complete to the best of my knowledge and belief. I agree that such statements and answers afed be part of the application for insurance or request for policy change or reinstatement, as the case may be. The insurer may rely on them in sucing on the application or making the policy change or reinstatement.									
Dated as Miami Bendi # 2/6/06 x Mali Kroning.									
thy state Mo. Dity Yr. Styrmore of Proceed Invered Witness (Must be Examiner or Nurse/Technicism): 1014 010 15.									

AXA EQUITABLE LIFE INSURANCE COMPANY

A Stock Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, New York 10104

This is a Flexible Premium Universal Life Insurance Policy. The Insurance Benefit is payable upon the death of the insured person while this policy is in force. You may pay premiums while the insured person is living and is not yet attained age 100. The values provided by this policy are based on declared interest rates. This is a non-participating policy.

No. 04-100

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

AXA EQUITABLE LIFE INSURANCE COMPANY;)	
Plaintiff,	,	CIVIL ACTION NO.:
v.)	1:07-cv-0512-MHS
WELLS FARGO BANK, N.A., AS TRUSTEE OF THE MALI KOENIG INSURANCE TRUST 05/11/06, AND AS TRUSTEE OF THE)))	
BENZION KOENIG INSURANCE TRUST 05/11/06)	
Defendant.)	

EXHIBIT 6 to Second Amended Complaint

INSURED PERSON MALI KOENIG



POLICY OWNER

MALI KOENIG INS TRUST 20060511

UNIVERSAL LIFE INSURANCE POLICY

POLICY NUMBER

156 212 030

AXA EQUITABLE LIFE INSURANCE COMPANY HOME OFFICE: 1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK

We agree to pay the Insurance Benefit of this policy and to provide its other benefits and rights in accordance with its provisions.

Flexible Premium Universal Life Insurance Policy

This is a flexible premium universal life insurance policy. You can, within limits:

- make premium payments at any time and in any amount;
- · change the Death Benefit Option; and
- reduce the face amount of insurance

These rights and benefits are subject to the terms and conditions of this policy. All requests for policy changes are subject to our approval and may require evidence of insurability.

We put your net premiums into your Policy Account. Your Policy Account will accumulate, after deductions, at rates of interest we determine. Such rates will not be less than 3% per year.

This is a non-participating policy.

Right to Examine Policy. You may examine this policy and if for any reason you are not satisfied with it, you may cancel it by returning this policy with a written request for cancellation to our Administrative Office by the 10th day after you receive it. If you do this, we will refund the premiums that were paid minus any outstanding loan and accrued loan interest.

Read Your Policy Carefully. It is a legal contract between you and AXA Equitable Life Insurance Company.

Pauline Sherman, Senior Vice President, Secretary and Associate General Counsel

Christopher M. Condron Chairman and Chief Executive Officer

Contents

Policy Information 3

Table of Maximum Monthly Charges for Benefits 4

Those Who Benefit from this Policy 5

The Insurance Benefit We Pay 5

Reducing the Face Amount of the Base Policy or Changing the Death Benefit Option 6

The Premiums You Pay 7

Your Policy Account and How it Works 8

The Cash Surrender Value of this Policy 9

How a Loan Can Be Made 10

Our Annual Report to You 11

How Benefits are Paid 11

Other Important Information 11

In this policy:

"We," "our," and "us" mean AXA Equitable Life Insurance Company.

"You" and "your" mean the owner of this policy at the time an owner's right is exercised.

Unless otherwise stated, all references to interest in this policy are effective annual rates of interest.

Administrative Office

The address of our Administrative Office is shown on Page 3. You should send correspondence to that office. Premium payments should be sent to the address listed on your billing notice.

Attained age means age on the birthday nearest to the beginning of the current policy year.

Copies of the application for this policy and any additional benefit riders are attached to the policy.

INTRODUCTION

The premiums you pay, after deductions are made in accordance with the Table of Expense Charges in the Policy Information section, are put into your Policy Account. Amounts in your Policy Account earn interest at rates we declare periodically; these rates will not be less than 3% on an effective annual basis.

If Death Benefit Option A is in effect, the Death Benefit is the base policy face amount. If Death Benefit Option B is in effect, the Death Benefit is the base policy face amount plus the amount in your Policy Account. Under either option, the Death Benefit will never be less than a percentage of your Policy Account as stated in the "Death Benefit" provision.

The Insurance Benefit of this policy is payable upon the death of the insured person while the policy is in force.

We make monthly deductions from your Policy Account to cover the cost of the benefits provided by this policy and the cost of any benefits provided by riders to this policy. If you give up this policy for its Net Cash Surrender Value or reduce the base policy face amount, we may deduct a surrender charge from your Policy Account.

This is only a summary of what this policy provides. You should read all of it carefully. Its terms govern your rights and our obligations.

POLICY INFORMATION

INSURED PERSON MALI KOENIG

POLICY OWNER MALI KOENIG INS TRUST 20060511

FACE AMOUNT

OF BASE POLICY \$10,000,000

DEATH BENEFIT OPTION A (SEE PAGE 6)

POLICY NUMBER 156 212 030 .

ISSUE AGE 83

SEX FEMALE

BENEFICIARY MALI KOENIG INS TRUST 05/11/06

REGISTER DATE MAY 19, 2006

DATE OF ISSUE FEB 20, 2007 RATING CLASS: STANDARD

ATE OF ISSUE FEB 20, 2007 NON-TOBACCO USER

A MINIMUM INITIAL PREMIUM PAYMENT OF \$86,722.83 IS DUE ON OR BEFORE DELIVERY OF THE POLICY.

THE PLANNED PERIODIC PREMIUM OF \$1,251,740.00 IS PAYABLE ANNUALLY.

THE ADDITIONAL BENEFIT RIDERS LISTED BELOW, IF ANY, ARE INCLUDED IN THIS POLICY:

THE PLANNED PERIODIC PREMIUMS SHOWN ABOVE MAY NOT BE SUFFICIENT TO CONTINUE THE POLICY AND LIFE INSURANCE COVERAGE IN FORCE. THE PERIOD FOR WHICH THE POLICY AND COVERAGE WILL CONTINUE IN FORCE WILL DEPEND ON: (1) THE AMOUNT, TIMING AND FREQUENCY OF PREMIUM PAYMENTS; (2) CHANGES IN THE FACE AMOUNT AND THE DEATH BENEFIT OPTIONS; (3) CHANGES IN THE INTEREST RATES CREDITED TO THIS POLICY; (4) CHANGES IN THE MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT FOR THIS POLICY AND ANY BENEFITS PROVIDED BY RIDERS TO THIS POLICY; AND (5) LOAN AND PARTIAL NET CASH SURRENDER VALUE WITHDRAWAL ACTIVITY.

POLICY INFORMATION	CONTINUED - POLICY NUMBER	156 212 030
. ODIO1 2.11 OIG-11 111011	CONTINUED A CONTO INCINIDEN	130 212 030

TABLE OF EXPENSE CHARGES ———

DEDUCTION FROM PREMIUM PAYMENTS:

PREMIUM CHARGE:

WE DEDUCT AN AMOUNT NOT TO EXCEED 8% FROM EACH PREMIUM PAYMENT. WE RESERVE THE RIGHT TO INCREASE THIS PERCENTAGE LIMIT AS A RESULT OF CHANGES IN THE TAX LAWS WHICH INCREASE OUR EXPENSES.

DEDUCTIONS FROM YOUR POLICY ACCOUNT:

ADMINISTRATIVE CHARGE:

FIRST POLICY YEAR: WE DEDUCT \$20.00 AT THE BEGINNING OF EACH POLICY MONTH.

SECOND AND SUBSEQUENT POLICY YEARS (BUT NOT BEYOND THE POLICY ANNIVERSARY WHEN THE INSURED PERSON IS ATTAINED AGE 100): WE DEDUCT AN AMOUNT NOT TO EXCEED \$10.00 AT THE BEGINNING OF EACH POLICY MONTH.

POLICY INFORMATION CONTINUED - POLICY NUMBER 156 212 030

- TABLE OF SURRENDER CHARGES -FOR THE INITIAL BASE POLICY FACE AMOUNT

BEGINNING OF POLICY		BEGINNING OF POLICY	
YEAR	<u>CHARGE</u>	YEAR	CHARGE
01	\$464,242.14	09	\$229,144.80
02	\$437,152.49	10	\$196,041.96
03	\$410,146.80	11	\$162,934.46
04	\$383,141.12	12	\$129,742.98
05	\$356,051.46	13	\$96,640.14
06	\$328,541.96	14	\$63,532.64
07	\$295,434.45	15	\$30,341.16
08	\$262,238.31	16 AND LATER	\$0.00

A SURRENDER CHARGE WILL BE SUBTRACTED FROM YOUR POLICY ACCOUNT IF THIS POLICY IS GIVEN UP FOR ITS NET CASH SURRENDER VALUE WITHIN THE FIRST FIFTEEN POLICY YEARS. THE SURRENDER CHARGE IN THE FIRST POLICY MONTH OF EACH POLICY YEAR IS SHOWN IN THE TABLE ABOVE. DURING THE FIRST FIVE POLICY YEARS THE SURRENDER CHARGE DECLINES UNIFORMLY IN EQUAL MONTHLY AMOUNTS UNTIL IT REACHES \$331,298.97 IN THE TWELFTH MONTH OF POLICY YEAR FIVE. STARTING IN POLICY YEAR SIX, THE SURRENDER CHARGE DECLINES UNIFORMLY IN EQUAL MONTHLY AMOUNTS UNTIL IT REACHES ZERO IN THE TWELFTH MONTH OF POLICY YEAR FIFTEEN.

IF THE BASE POLICY FACE AMOUNT IS REDUCED WITHIN THE FIRST FIFTEEN POLICY YEARS, A PROPORTIONATE SHARE OF THE APPLICABLE SURRENDER CHARGE AT THAT TIME WILL BE DEDUCTED FROM YOUR POLICY ACCOUNT. SEE SURRENDER CHARGES PROVISION FOR A DESCRIPTION OF THE PROPORTIONATE SURRENDER CHARGE.

ADMINISTRATIVE OFFICE:

AXA EQUITABLE LIFE INSURANCE COMPANY

NATIONAL OPERATIONS CENTER 10840 BALLANTYNE COMMONS PARKWAY CHARLOTTE, NC 28277 (800) 777-6510

POLICY INFORMATION CONTINUED - POLICY NUMBER 156 212 030

TABLE OF MAXIMUM MONTHLY CHARGES FOR BENEFITS

BENEFITS

MONTHLY DEDUCTION FROM POLICY ACCOUNT

PERIOD 17 YEARS

BASE POLICY LIFE INSURANCE

MAXIMUM MONTHLY COST OF INSURANCE RATE FOR THE BASE POLICY (SEE PAGE 4 - CONTINUED) TIMES THOUSANDS OF NET AMOUNT AT RISK. NO DEDUCTION IS MADE AFTER AGE 100 OF THE INSURED PERSON.

POLICY INFORMATION CONTINUED-POLICY NUMBER 156 212 030

	TABLE OF MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1,000 OF NET AMOUNT AT RISK FOR THE BASE POLICY
INSURED	
PERSON'S	
ATTAINED	
AGE	RATE
	A 10 A 20
83	7.98833
84	9.02000
85	10.16417
86	11.40333
87	12.74917
88	14.19083
89	15.75500
90	17.44583
91	19.30500
92	21.39667
93	23.84000
94	26.92583
95	31.31000
96	38.50417
97	52.27500
98	83.33250
99	83.33250
100 AND	
OVER	0.00000

POLICY INFORMATION CONTINUED - POLICY NUMBER 156 212 030

TABLE OF PERCENTAGES

INSURED PERSON'S ATTAINED AGE	PERCENTAGE	INSURED PERSON'S ATTAINED AGE	PERCENTAGE
40 and under	250%	61	128%
41	243	62	126
42	236	63	124
43	229	64	122
44	222	65	120
45	215	66	119
46	209	67	118
47	203	68	117
48	197	69	116
49	191	70	115
50	185	71	113
51	178	72	111
52	171	73	109
53	164	74	107
54	157	75-90	105
55	150	91	104
56	146	92	103
57	142	93	102 ·
58	138	94 and above	101
59	134		
60	130		

Section 7702 of the Internal Revenue Code of 1986, as amended (i.e., the "Code"), gives a definition of life insurance which limits the amounts that may be paid into a life insurance policy relative to the benefits it provides. Even if this policy states otherwise, at no time will the "future benefits" under this policy be less than an amount such that the "premiums paid" do not exceed the Code's "guideline premium limitations." We may adjust the amount of premium paid to meet these limitations. Also, at no time will the "death benefit" under the policy be less than the "applicable percentage" of the "cash surrender value" of the policy. The above terms are as defined in the Code. In addition, we may take certain actions, described here and elsewhere in the policy, to meet the definitions and limitations in the Code, based on our interpretation of the Code. Please see "Policy Changes -Applicable Tax Law" for more information.

Those Who Benefit from this Policy

Owner. The owner of this policy is the insured person unless otherwise stated in the application, or later changed.

As the owner, you are entitled to exercise all the rights of this policy while the insured person is living. To exercise a right, you do not need the consent of anyone who has only a conditional or future ownership interest in this policy.

Beneficiary. The beneficiary is as stated in the application, unless later changed. The beneficiary is entitled to the Insurance Benefit of this policy. One or more beneficiaries for the Insurance Benefit can be named in the application. If more than one beneficiary is named, they can be classed as primary or contingent. If two or more persons are named in a class, their shares in the benefit can be stated. The stated shares in the Insurance Benefit will be paid to any primary beneficiaries who survive the insured person. If no primary beneficiaries survive, payment will be made to any surviving contingent beneficiaries. Beneficiaries who survive in the same class will share the Insurance Benefit equally, unless you have made another arrangement with us.

If there is no designated beneficiary living at the death of the insured person, we will pay the Insurance Benefit to the insured person's surviving children in equal shares. If none survive, we will pay the insured person's estate.

Changing the Owner or Beneficiary. While the insured person is living, you may change the owner or beneficiary by written notice in a form satisfactory to us. You can get such a form from your financial professional or by writing to us at our Administrative Office. The change will take effect on the date you sign the notice; however, it will not apply to any payment we make or other action we take before we receive the notice.

Assignment. You may assign this policy, if we agree; however, we will not be bound by an assignment unless we have received it in writing at our Administrative Office. Your rights and those of any other person referred to in this policy will be subject to the assignment. We assume no responsibility for the validity of an assignment. An absolute assignment will be considered as a change of ownership to the assignee.

The Insurance Benefit We Pay

We will pay the Insurance Benefit of this policy to the beneficiary upon the death of the insured person when we receive at our Administrative Office (1) proof that the insured person died while this policy was in force; and (2) all other requirements we deem necessary. The Insurance Benefit includes the following amounts, which we will determine as of the date of death of the insured person:

- the Death Benefit described in the "Death Benefit" provision;
- plus any other benefits then due from riders to this policy;
- minus any policy loan and accrued interest, or liens;
- minus any overdue deductions from your Policy Account if the insured person dies during a grace period.

We will add interest to the resulting amount in accordance with applicable law. We will compute the interest at a rate we determine, but not less than the rate required by any applicable law. Payment of the Insurance Benefit may also be affected by other provisions of this policy. See the "Other Important Information" section of this policy, where we specify our right to contest the policy, the suicide exclusion, and what happens if age or sex has been misstated. Additional exclusions or limitations (if any) are listed in the Policy Information section.

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Death Benefit. The Death Benefit of this policy will be determined under either Option A or Option B, whichever you have chosen and is in effect on the date of death of the insured person.

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Under Option A, the Death Benefit is the greater of (a) the base policy face amount; or (b) a percentage of the amount in your Policy Account on the date of death of the insured person.

Under Option B, the Death Benefit is the greater of (a) the base policy face amount plus the amount in your Policy Account on the date of death of the insured person; or (b) a percentage of the amount in your Policy Account on the date of death of the insured person.

The percentages referred to above are the percentages from the "Table of Percentages" shown on Page 4-Continued of this policy for the insured person's age (nearest birthday) at the beginning of the policy year of determination.

Coverage After Age 100. If the policy is in force on the policy anniversary when the insured person reaches age 100, it will remain in force subject to the policy loan provision. However, no premium payments, partial withdrawals, changes in face amount or changes in Death Benefit Option will be permitted after age 100 of the insured person; policy loans and loan repayments may continue to be made, subject to our normal rules as stated in other provisions of the policy pertaining to these items. No deductions for cost of insurance or administrative charges will be made after age 100 of the insured person.

Reducing the Face Amount of the Base Policy or Changing the Death Benefit Option

You may reduce the face amount of the base policy or change the death benefit option by written request to us at our Administrative Office, subject to the following conditions:

- 1. After the second policy year while this policy is in force, you may ask us to reduce the base policy face amount but not to less than \$50,000. Any such reduction in the face amount may not be less than \$10,000. If you reduce the base policy face amount before the end of the twentieth policy year, we will deduct a proportionate amount of any applicable surrender charge from your Policy Account.
- 2. After the second policy year while this policy is in force, you can change your death benefit option. Any requested change to death benefit Option B must be made while the insured person is not more than attained age 90. If you ask us to change from Option A to Option B, we will decrease the base policy face amount by the amount in your Policy Account on the date the change takes effect. However, we will decline to make such change if it would reduce the base policy face amount to less than \$50,000. If you ask us to change from Option B to Option A, we will increase the base policy face amount by the amount in your Policy Account on the date the change takes effect. Such decreases and increases in the base policy face amount are made so that the death benefit remains the same on the date the change takes effect.
- 3. The change will take effect at the beginning of the policy month that coincides with or next follows the date we approve your request.
- 4. We reserve the right to decline to make any change that we determine would cause this policy to fail to qualify as life insurance under applicable tax law as interpreted by us.
- 5. You may ask for a change by completing an application for change, which you can get from your financial professional or by writing to us at our Administrative Office. A copy of your application for change will be attached to the new Policy Information section that we will issue when the change is made. The new section and the application for change will become a part of this policy. We may require you to return this policy to our Administrative Office to make a policy change.

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The Premiums You Pay

The minimum initial premium payment shown in the Policy Information section is due on or before delivery of this policy. No insurance will take effect before a premium at least equal to the minimum initial premium is paid. Other premiums may be paid at our Administrative Office at any time prior to attained age 100 of the insured person while this policy is in force. We will furnish you with a premium receipt, signed by one of our officers, upon request.

We will send premium notices to you for the planned periodic premium shown in the Policy Information section. You may skip planned periodic premium payments. However, this may adversely affect the duration of the Death Benefit and your policy's values. We will assume that any payment you make to us is a premium payment, unless you tell us in writing that it is a loan repayment.

If you stop paying premiums, insurance coverage will continue for as long as the Net Policy Account Value is sufficient to cover the monthly deductions described in the "Monthly Deductions" provision, with a further extension of coverage as described in the "Grace Period" provision.

Limits. Each premium payment after the initial one must be at least \$100. We may increase this minimum limit 90 days after we send you written notice of such increase. We reserve the right to limit the amount of any premium payments you may make if they would immediately result in more than a dollar for dollar increase in the Death Benefit (which would happen if the Death Benefit is determined as a percentage of the Policy Account, as described in the "Death Benefit" provision), unless you provide satisfactory evidence of insurability of the insured person.

We also reserve the right not to accept premium payments or to return excess amounts that we determine would cause this policy to fail to qualify as life insurance under applicable tax law as interpreted by us.

Grace Period. At the beginning of each policy month, we compare the Net Policy Account Value (this is equal to the amount in your Policy Account minus any policy loan and accrued loan interest) to the total monthly deductions described in the "Monthly Deductions" provision. If the Net Policy Account Value is sufficient to cover the total monthly deductions, this policy is not in default.

If the Net Policy Account Value at the beginning of any policy month is not sufficient to cover the total monthly deductions, the policy is in default as of the first day of such policy month.

If the policy is in default, we will send you and any assignee on our records at last known addresses written notice stating that a grace period of 61 days has begun starting with the date the notice is mailed. The notice will also state the amount of payment that is due.

The payment required will not be more than an amount sufficient to increase the Net Policy Account Value to cover all monthly deductions for 3 months, calculated assuming no interest was credited to the Policy Account and no policy changes were made.

If we do not receive such amount at our Administrative Office before the end of the grace period, we will then (1) withdraw and retain any amount in your Policy Account; and (2) send a written notice to you and any assignee on our records at last known addresses stating that this policy has ended without value.

If we receive the requested amount before the end of the grace period, but the Net Policy Account Value is still insufficient to cover total monthly deductions, we will send a written notice that a new 61 day grace period has begun and request an additional payment.

If the insured person dies during a grace period, we will pay the Insurance Benefit as described on Page 5.

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Restoring Your Policy Benefits. If this policy has ended without value and was not given up for its Net Cash Surrender Value, you may restore policy benefits while the insured person is alive. In order to restore benefits, you must:

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- 1. Ask for restoration of policy benefits within 5 years from the end of the grace period; and
- 2. Provide evidence of insurability satisfactory to us; and
- 3. Make a required payment. The required payment will not be more than an amount sufficient to cover (i) total monthly deductions for 3 months, calculated from the effective date of restoration; and (ii) the premium charge. We will determine the amount of this required payment as if no interest was credited to your Policy Account.

We must receive the required payment while the insured person is alive. We will deduct the premium charge from the required payment. The policy account on the date of restoration will be equal to the balance of the required payment.

The effective date of the restoration of policy benefits will be the beginning of the policy month which coincides with or next follows the date we approve your request. We will start to make monthly charges again as of the effective date of restoration. The schedule of surrender charges that was applicable on the date of default will also be applicable to the restored policy.

We reserve the right to decline to restore this policy if in our opinion it would cause this policy to fail to qualify as life insurance under applicable tax law.

Your Policy Account and How it Works

Premium Payments. When we receive your premium payments, we subtract the premium charge shown in the table in the "Policy Information" section and any overdue monthly deductions. We put the balance (the net premium) into your Policy Account as of the date we receive the premium payment at our Administrative Office and before any deductions from your Policy Account due on that date are made. However, we will put the initial net premium payment into your Policy Account as of the Register Date if it is later than the date of receipt. No premiums will be applied to your Policy Account until the minimum initial premium payment, as shown in the "Policy Information" section, is received at our Administrative Office.

We credit interest to your Policy Account at effective annual rates we determine periodically. We make deductions from your Policy Account as described in the "Monthly Deductions" provision. We also subtract from your Policy Account any partial Net Cash Surrender Value withdrawals you ask for; more details are given in the Cash Surrender Value section of this policy.

Monthly Deductions. At the beginning of each policy month we make a deduction from your Policy Account to cover the charges described below. If you do not submit the full minimum initial premium with your application, and the minimum initial premium is paid upon delivery, your monthly charges commence as of the Register Date. Such deduction for any policy month is the sum of the following amounts determined as of the beginning of that month:

- the monthly administrative charge;
- the monthly cost of insurance for the insured person; and
- the monthly cost of any benefits provided by riders to this policy.

The monthly cost of insurance is the sum of (a) our current monthly cost of insurance rate times the net amount at risk at the beginning of the policy month divided by \$1,000; plus (b) any flat extra charge shown in the "Policy Information" section. The net amount at risk at any time is the Death Benefit (calculated as of that time) minus the amount in your Policy Account at that time.

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We will determine cost of insurance rates from time to time. Any change in the cost of insurance rates we use will be as described in the "Changes in Policy Cost Factors" provision. They will never be more than those shown in the Table of Maximum Monthly Cost of Insurance Rates Per \$1000 of Net Amount at Risk for the Base Policy on Page 4-Continued.

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No monthly deductions are made after age 100 of the insured person.

Other Deductions. We also make the following other deductions from your Policy Account as they occur:

• We deduct a surrender charge if, before the end of the fifteenth policy year, you give up this policy for its Net Cash Surrender Value or you reduce the base policy face amount.

How We Add Interest. We will credit the amount in your Policy Account with interest at rates we determine. We will determine such interest rates periodically in advance for unloaned and loaned amounts. The rates may be different for unloaned and loaned amounts. Any change in the interest rates we determine will be as described in the "Changes in Policy Cost Factors" provision. Such interest rates will not be less than 3% per year. Interest accrues and is credited on unloaned amounts in your Policy Account daily. However, we will credit interest on the initial net premium from the Register Date if it is later than the date of receipt provided the initial premium is at least equal to the minimum initial premium shown on Page 3 of the policy.

We credit interest on the loaned portion of your Policy Account daily. The interest rate we credit to the loaned portion of your Policy Account will be at an annual rate up to 2% less than the loan interest rate we charge. However, we reserve the right to credit a lower rate than this if in the future tax laws change such that our taxes on policy loans or policy loan interest are increased. In no event will we credit less than 3% per year.

On each policy anniversary and at any time you repay all of a policy loan, we will transfer the interest that has been credited to the loaned portion of your Policy Account to the unloaned portion of your Policy Account.

The Cash Surrender Value of this Policy

Cash Surrender Value. The Cash Surrender Value on any date is equal to the amount in your Policy Account on that date minus any applicable surrender charge.

Net Cash Surrender Value. The Net Cash Surrender Value is equal to the Cash Surrender Value minus any policy loan and accrued loan interest. You may give up this policy for its Net Cash Surrender Value at any time while the insured person is living. You may do this by sending us a written request for it and this policy to our Administrative Office. Your written request for cancellation or surrender must include the following:

- 1. A statement that makes it clear that you intend to surrender the contract;
- 2. The policy number of the policy to be surrendered;
- The name of the insured person and your name (if other than the insured person) and address where proceeds should be mailed;
- 4. Your signature and, if required by the policy or by a legally binding document of which we have an actual notice, the signature of a collateral assignee or other person having an interest in the policy through the legally binding document.

If this policy has a Cash Surrender Value and is being given up for its Net Cash Surrender Value, a completed withholding authorization must also be included with your written request. If this form is not provided to us with your written request for surrender, we will withhold income tax on the taxable portion of your distribution at the mandated federal and state tax rates. We will compute the Net Cash Surrender Value as of the date we receive your request for it and this policy at our Administrative Office. If the policy has been lost, stolen or destroyed, you must include a statement in the written request that the policy was lost, stolen or destroyed with an approximate date of when the policy was lost, stolen or destroyed. All insurance coverage under this policy ends on the date we receive your written request.

Surrender Charges. If you give up this policy for its Net Cash Surrender Value before the end of the fifteenth policy year, we will subtract a surrender charge from your Policy Account. A table of surrender charges for the initial base policy face amount is in the "Policy Information" section.

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If the base policy face amount is reduced before the end of the fifteenth policy year, we will also deduct a proportionate amount of any applicable surrender charge from your Policy Account. We will send you a new Policy Information section in the event of a reduction in the base policy face amount. It will become a part of this policy. We may require you to return this policy to our Administrative Office to make a change.

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We have filed a detailed statement of the method of computing surrender charges with the insurance supervisory official of the jurisdiction in which this policy is delivered.

Partial Net Cash Surrender Value Withdrawal. After the first policy year, and while the insured person is living, you may ask for a partial Net Cash Surrender Value withdrawal by written request to our Administrative Office. Your request will be subject to our approval based on our rules in effect when we receive your request, and to the minimum withdrawal amount of \$500.00. We have the right to decline a request for a partial Net Cash Surrender Value withdrawal if this would cause the policy to fail to qualify as life insurance under applicable tax law, as interpreted by us. We will decline a request for a partial Net Cash Surrender Value withdrawal if this would cause a decrease in the base policy face amount to less than \$50,000. A partial withdrawal will result in a reduction in the Cash Surrender Value and in your Policy Account equal to the amount withdrawn as well as a reduction in your Death Benefit. If the Death Benefit is Option A, the withdrawal may also result in a decrease in the face amount; there will be no proportionate surrender charge due to such a decrease.

Such withdrawal and resulting reduction in the Death Benefit, in the Cash Surrender Value and in your Policy Account will take effect on the date we receive your written request at our Administrative Office. We will send you a new Policy Information section if a withdrawal results in a reduction in the face amount. It will become a part of this policy. We may require you to return this policy to our Administrative Office to make a change.

How a Loan Can Be Made

Policy Loans. You can take a loan on this policy while it has a loan value. This policy will be the only security for the loan. The initial loan and each additional loan must be for at least \$500.00. Any amount on loan is part of your Policy Account. We refer to this as the loaned portion of your Policy Account.

Carry Over Loans. If this policy was issued based, in whole or part, upon an exchange of another life insurance policy, any transferred existing loan from the exchanged policy as approved by us will be put into the loaned portion of your Policy Account. If a refund is made under the "Right to Examine Policy" provision, we will subtract any policy loan and accrued loan interest from that refund.

Loan Value. The loan value on any date is the Cash Surrender Value on that date discounted at the loan interest rate we charge to the next policy anniversary. The amount of any new loan you take may not be more than the loan value, less any existing loan and accrued loan interest. If you request an increase to an existing loan, the additional amount requested will be added to the amount of the existing loan and accrued loan interest.

Loan Interest. Interest on a loan accrues daily at an adjustable loan interest rate. We will determine the rate at the beginning of each policy year, subject to the following paragraphs. It will apply to any new or outstanding loan under the policy during the policy year next following the date of determination.

The maximum loan interest rate for a policy year shall be the greater of (1) the "Published Monthly Average," as defined below, for the calendar month that ends two months before the date of determination or (2) 4%. "Published Monthly Average" means the Moody's Corporate Bond Yield Average - Monthly Average Corporates published by Moody's Investors Service, Inc., or any successor thereto. If such averages are no longer published, we will use such other averages as may be established by regulation by the insurance supervisory official of the jurisdiction in which this policy is delivered. We reserve the right to establish a rate lower than the maximum.

No change in the rate shall be less than $\frac{1}{2}$ of 1% per year. We may increase the rate whenever the maximum rate as determined by clause (1) of the preceding paragraph exceeds the rate being charged by $\frac{1}{2}$ of 1% or more. We will reduce the rate to or below the maximum rate as determined by clause (1) of the preceding paragraph if such maximum is lower than the rate being charged by $\frac{1}{2}$ of 1% or more.

We will notify you of the initial loan interest rate when you take out a loan. We will also give you advance written notice of any increase in the interest rate of any outstanding loan.

Loan interest is due on each policy anniversary. If the interest is not paid when due, it will be added to your outstanding loan and bear interest at the loan rate then in effect.

04-100-9GA Page 10 Loan Repayment. You may repay all or part of a policy loan at any time while the insured person is alive and this policy is in force.

Failure to repay a policy loan or to pay loan interest will not terminate this policy unless at the beginning of a policy month the Net Policy Account Value is less than the total monthly deduction then due. In that case, the "Grace Period" provision will apply.

A policy loan will have a permanent effect on your benefits under this policy even if it is repaid.

Our Annual Report to You

For each policy year we will send you without charge a report for this policy that shows the current Death Benefit, the value of your Policy Account, the Cash Surrender Value and any policy loan with the current loan interest rate. It will also show the premiums paid and any other information as may be required by the insurance supervisory official of the jurisdiction in which this policy is delivered.

How Benefits Are Paid

The Insurance Benefit or your Net Cash Surrender Value withdrawals are paid immediately in one sum. Amounts paid will not be subject to the claims of creditors or to legal process, to the extent permitted by law.

Other Important Information

Your Contract with Us. This policy is issued in consideration of payment of a premium at least equal to the minimum initial premium payment shown in the "Policy Information" section. This policy, any riders or endorsements, and the attached copy of the initial application and all subsequent applications to change this policy, and all additional Policy Information sections added to this policy, make up the entire contract. The rights conferred by this policy are in addition to those provided by applicable Federal and State laws and regulations.

Only our Chairman of the Board, our President or one of our Vice Presidents can modify this contract or waive any of our rights or requirements under it. The person making these changes must put them in writing and sign them.

Policy Changes — Applicable Tax Law. For you and the beneficiary to receive the tax treatment accorded to life insurance under Federal law, this policy must qualify initially and continue to qualify as life insurance under the Code or successor law. Therefore, we have reserved earlier in this policy the right to decline to accept premium payments, to decline to change Death Benefit Options, to decline to change the face amount, or to decline to make partial withdrawals that, in our opinion, would cause this policy to fail to qualify as life insurance under applicable tax law. Further, we reserve the right to make changes in this policy or its riders (for example, in the percentages in the "Death Benefit" provision) or to require additional premium payments, or to make distributions from this policy or to change the face amount to the extent we deem it necessary to continue to qualify this policy as life insurance. Any such changes will apply uniformly to all policies that are affected. You will be given advance written notice of such changes.

Changes in Policy Cost Factors. Changes in policy cost factors (interest rates we credit, cost of insurance deductions and expense charges) will be on a basis that is equitable to all policyholders of a given class, and will be determined based on reasonable assumptions as to expenses, mortality, policy and contract claims, taxes, investment income, and lapses. Any change in policy cost factors will never result in an interest crediting rate that is lower than that guaranteed in the policy, or policy charges that exceed the maximum policy charges guaranteed in the policy. Any change in policy cost factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which this policy is delivered.

When the Policy is Incontestable. We have the right to contest the validity of this policy based on material misstatements made in the initial application for this policy. However, we will not contest the validity of this policy after it has been in effect during the lifetime of the insured person for two years from the earlier of the Register Date or date of issue shown in the Policy Information section.

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We also have the right to contest the validity of any policy change or restoration based on material misstatements made in any application for that change or restoration. We will not contest any policy change that requires evidence of insurability, or any restoration of this policy, after the change or restoration has been in effect for two years during the lifetime of the insured person.

No statement shall be used to contest a claim unless contained in an application.

All statements made in an application are representations and not warranties.

See any additional benefit riders for modifications of this provision that apply to them.

What if Age or Sex has Been Misstated? If the insured person's age or sex has been misstated on any application, the Death Benefit and any benefits provided by riders to this policy shall be those which would be purchased by the most recent deduction for the cost of insurance, and the cost of any benefits provided by riders, at the correct age and sex.

How the Suicide Exclusion Affects Benefits. If the insured person commits suicide (while sane or insane) within two years after the earlier of the Register Date or the date of issue shown in the Policy Information section, our liability will be limited to the payment of a single sum. This sum will be equal to the premiums paid, minus any loan and accrued loan interest and minus any partial withdrawal of the Net Cash Surrender Value. If the insured person commits suicide (while sane or insane) within two years after the effective date of a change that you asked for that increases the Death Benefit, then our liability as to the increase in amount will be limited to the payment of a single sum equal to the monthly cost of insurance deductions made for such increase.

How We Measure Policy Periods and Anniversaries. We measure policy years, policy months, and policy anniversaries from the Register Date shown in the Policy Information section. Each policy month begins on the same day in each calendar month as the day of the month in the Register Date.

When We May Defer Payment. We may defer payment of any Net Cash Surrender Value withdrawal or loan amount (except when used to pay premiums to us) for up to six months after we receive a request for it. We will allow interest, at a rate of at least 3% per year, on any Net Cash Surrender Value payment that we defer for 30 days or more.

The Basis We Use for Computation. We provide Cash Surrender Values that are at least equal to those required by law. If required to do so, we have filed with the insurance supervisory official of the jurisdiction in which this policy is delivered a detailed statement of our method of computing such values. We compute reserves under this policy by the Commissioners' Reserve Valuation Method.

We use the 1980 Commissioners' Standard Ordinary Male or Female Mortality Tables at attained ages 0-17, and the 1980 Commissioners' Standard Ordinary Male or Female, Smoker or Non-Smoker Mortality Tables at attained ages 18 and over, as the basis for determining maximum insurance costs and minimum cash surrender values. We take account of the sex, attained age, and class of risk of the insured person. For attained ages 18 and over, we also take account of the tobacco user status of the insured person. We use a minimum effective annual interest rate of 3%.

For policies issued at attained ages 0-17, an insured person's cost of insurance rate is not based on that person's status as a tobacco user or non-tobacco user. Effective with the policy anniversary when that insured person reaches attained age 18, non-tobacco user cost of insurance rates will be charged for that person. For policies issued at attained ages 18 or over, an insured person's cost of insurance rate takes account of that person's status as a tobacco user or non-tobacco user.

Change from Tobacco User Rates to Non-Tobacco User Rates. Any insured person attained age 18 or over being charged tobacco user rates may be eligible for non-tobacco user rates. The change, if approved, may result in lower future cost of insurance rates beginning on the effective date of change to non-tobacco user rates.

Upon request made to our Administrative Office, we will provide forms and instructions as to how you may apply for non-tobacco user rates. The change will be based upon our general underwriting rules in effect at the time of application, and may include criteria other than tobacco use status as well as a definition of tobacco use different from that applicable at the time this policy was issued.

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The change to non-tobacco user rates, if approved, will take effect at the beginning of the policy month that coincides with or next follows the date we approve your request. A copy of your application for the change will be attached to the new Policy Information section that we will issue when the change is made. The new section and the application for change will become part of this policy. We may require you to return this policy to our Administrative Office to make the change. This change may have adverse tax consequences.

The change to non-tobacco rates will be contestable; however, we will not contest the change after it has been in effect for two years during the lifetime of the insured person. In the event of a successful contest, the Death Benefit and any benefits provided by riders to this policy shall be those which would be purchased by the most recent deduction for the cost of insurance, and the cost of any benefits provided by riders, at tobacco user rates.

Policy Illustrations. Upon request we will give you an illustration of the potential future benefits under this policy, based upon both guaranteed and current cost factor assumptions.

Policy Changes. You may add additional benefit riders or make other changes, subject to our rules at the time of change.

Conversion Privilege. You may, with the written consent of the insured person, request that we convert this policy to a variable life insurance policy we are then offering. You may request this at any time after the first policy year but not later than the fifth policy year after the register date of this policy. The new policy will be subject to its own issue age and face amount limits. If the insured person is less than attained age 65 at the time of the request, we will not require any evidence of insurability except as specifically noted below. If the insured person is attained age 65 or over at the time of the request, we will require evidence of insurability satisfactory to us. In all cases, this request is also subject to all of the following conditions:

- 1. This policy must be in force on the date of conversion. The insured person may not then be disabled under the terms of any disability waiver rider in effect under this policy.
- 2. The new policy will have a face amount of insurance equal to the face amount of insurance under this policy on the date of conversion. In order for the new policy to qualify as life insurance under the Internal Revenue Code or successor legislation, as interpreted by us, it may be necessary to increase the face amount of the new policy. If so, any increase in the face amount of the new policy to assure that the new policy meets the definition of life insurance will be subject to evidence of insurability satisfactory to us.
- 3. The register date and issue date of the new policy will be the same as the date of conversion. Premiums and charges for the new policy will be based on the company's rates in effect for the new policy for the then current issue age of the insured person and the same class of risk or the closest comparable class as under this policy. You may request a more favorable risk classification for the insured person; however, this will be subject to evidence of insurability satisfactory to us.
- 4. Any additional benefit riders in effect under this policy will be included with the new policy only if they are then available with the new policy as of its issue date. You may request to add new additional benefit riders to the new policy; however, this will be subject to evidence of insurability satisfactory to us.
- 5. Any policy loan and accrued loan interest under this policy must be repaid prior to conversion.

The suicide exclusion and contestable periods of the new policy will be determined from the date of issue of this policy rather than the date of issue of the new policy, except to the extent evidence of insurability was required as noted in the first paragraph of this provision and in items 2, 3, and 4.

04-100-13 Page 13

We will waive the surrender charge applicable to this policy on the date of conversion up to, but not to exceed, the amount of the first year surrender charge for the new policy. We will retain the excess, if any, over this amount and deduct it from this policy's Policy Account on the date of conversion. We will transfer the balance of your Policy Account Value to the new policy. Your Policy Account Value for the new policy will be allocated to the investment options under the new policy as directed by you on the application completed for the conversion, and in accordance with the terms of the new policy. The initial premium and deduction allocation percentages that you specify on the application will continue to apply unless later changed by you. Monthly deductions for the new policy, including any additional benefit riders, will start on the register date of the new policy. The new policy will be subject to all charges according to its terms. Coverage under this policy will terminate on the conversion date.

You may examine the new policy and cancel it if you are not satisfied with it; you will have as many days after the conversion date to do this as you had to cancel this policy after it was delivered to you originally. You must send a written request for cancellation within this time period to our Administrative Office. If you do this, we will (1) reinstate this policy and the same additional benefit riders, if any, that you had originally and (2) refund any premium payments made under the new policy.

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THIS ENDORSEMENT IS PART OF THIS POLICY.

NOTICE

THE LAWS OF THE STATE OF GEORGIA PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

	AM	ENDA	MENT T	O APPLICA	TION	·
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Name of Proposed Insured:				Applica	· ·	
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Policy or Contract	No.: 156 208 1	44				
	1441. 100 040 1	41				
·	יין אוווייני איזי					
	IV IMPR	KA EQUI	LABIE I	IFE INSURANCE	ecompany	
Yo	our application is	bereby am	lended by th	e undersigned in the f	lollowing particul	œve.
 Do you intend to it 	finance any of the my	westura acou	ired to nay for	this policy through a final		
copy of the financ	ing or loan agreeme	nt)	, ,,	una houre), emonitor e unim	ncing or loan agreen	nent? (If Yes, submit a
Check all of	the following that sp	mly and com	niste segueste.	January	ØNO	O Yes.
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Are you, the Owner	- Dranged Innued					
transaction? (If ye	a, Proposed Insured, es, describe the indu	or any pena cement)	on or entity, be	ing pald (cash, services, e	etc.) es en induceme	nt to enter into this
	•.	·			U Yes	ØNo
 Please state the res 	son you are purchad	ing this polic	y (l.e., ostate 1	olanning, business inspren	ice. etc.)	-
Estate Planning.	•					
This amendment is to be	taken as part of sale	f annileation	hinne on the	· come o come de la colonia de		
This amendment is to be thus taken as a whole are belief, in all other respec	s to be considered as	the basis for	r and as part of	agreement therein contract. The policy or contract. T	ined; said application to the best of my (ou	a end this amendment r) knowledge and
belief, in all other respective date of this amendment	en die steremens en en.	d answers in	the application	n continue to be, without r	material change, true	and complete as of
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EV 237-401 / 180-237E Application Amendment AMIGV-2005 App

AMENDMENT TO APPLICATION

	Flort	Middle Izitlel	Lun	
Policy No	156 212 030			
	TO AXA EQUI	CABLE LIFE IN:	URANCE (COMPANY
The so	nlication is hereby s	mended by the and	released to the	following particulars:
ISSUE WITH THE		· ·	_	
MOOD WILL THE	MICOLUD S SOCIA	T TECOMITINO	MOER IV BE	Redacted
This amendment is	to be taken as a pa	rt of said application	n, subject to	the agreement therein contained; sai
oplication and this ar	nendment thus take:	d as a whole are to	be considered	as the basis for and as a part of the the statements and answers in the
oplication continue to	be, without materia	no vener, in an c il change, true and	complete as o	the data of this amendment.
	Dated at	Brocklyn (Car)	NY (Siste)	on3)dJ)06_
		(⇔ (y)	(ana)	
		<u> </u>	Moli	Abenig
Signature of Pur	rchaser if other than	Applicant	1	Signature of Applicant
Agent;				
		•		
Agency:				

□ AXA Equitable Life Insurance Company 1290 Avenue of the Americas New York, NY 10104 C) MONY Life Insurance Company of America 1290 Avenue of the Americas New York, NY 10104 Application For Life Insurance Part I Form No LIFEAPP-GAYOR (2005)

P	ROPOSED INSURED (Print Name as it is to appear of the policy). Please print in mk
1	Proposed Insured
٨	Full Name First 101 ML Last 102 hig 8. Gender 1 Male 18 Female
C.	Home Address Redacted Redacted
	Bidg/Ap/Suite
	City/Mtumocipality 8100 K Vn County/Parish State V Zip + 4 Code Reducted
D.	Home Phone No_ Redacted Best time to Call Best phone no to be contacted
E.	Date of Birth Parkant of F Place of Birth DAMANIA
_	(State/County)
G.	Mantal Status
L	Driver's Luc No State
J.	U.S. Criozen? 150 Yes. D. No. If No. Country U.S. Visa type Passport # or U.S. Visa # # of years in U.S.
K.	Currently employed?
L	Current Occupation(s) (1) Title // (2) Duties (3) How Long? (3) How Long?
M.	Employer Name NAM ALLA
-	1111 1104
N.	Employer Address Cay State Zp + 1 Code
0.	Annual Earned Income (Income from occupation) \$ N/A P. Net Worth \$ 0 million
•	If the Proposed Insured and/or policy owner is not a U.S. Person (U.S. Citizen or U.S. Corporation, Partnership, or Trust established or organized under the laws of a
	state of the United States) then he, she or it may have to provide additional documentation, including IRS form W-8 BEN
_	OVERAGE INFORMATION
	Plan of Insurance ULT Amount of Insurance \$ 10,000,000 (If survivorship policy, complete an application for each Proposed Insured If face amount is \$2 million or larger complete Engancial
	(If survivorship policy, complete an application for each Proposed Insured If VUL, must also complete VUL Supplement Supplement }
	To select dividend options on EWIL or Riders on all Non VUL Plans
	complete Optional Benefits Supplement)
3.	Complete for UL or VUL only (1) Death Benefit Option & DiOption A DiOption B
	(2) Planned Penodic Premium \$
	Definition of Life Insurance Test. Complete for AUL II, IL, IL COLI '04 SEGuideline Premium Test Cash Value Accumulation Test
) .	Premium Mode (M. Annual Charlety Monthly
	System Matic (Complete S-M form and check applicable box) [] Quarterty (only available for UL and VUL) [] Monthly
Ξ	Salary Allotment (1) Unit Name (2) Unit/Sub Unit. No (3) Unit Register Date
-	(Specify Allodiar manne, if other Front insured, on Remains)
.	 Do you, the owner, intend to use or transfer the policy for any type of pre death financial settlement, such as visical settlement, senior settlement, life settlement, or for any other secondary market?
	2 Have you, the owner, or any Proposed Insured if other than the owner, in the past 5 years sold a policy to a ke settlement washaul or other secondary market
	provider Li t'es bicho
L	Any other life insurance now in effect or application now pending? TXYes No (Give companies amounts and policy numbers in Remarks.)
	Will the coverage applied for replace or change any life insurance or annuaties? Yes Solo Is this a 1035 Exchange? Yes Solo
•	If "Yes", complete (N additional room is needed, please use Remarks Section)
	Amount \$ Company issue Year Policy Number Diale Group Cl Annuity
	Amount \$ Company Issue Year Policy Number Clufe Croup Annuity
l.	is this a Term Policy/Rider Conversion or Purchase Option? Yes 5tho Y "Yes", complete Term Policy/Rider or Purchase Option Supplement
C	Complete if Proposed Insured is under age 15 a) State total amount of insurance in force on the life of applicant or child's parent, if greater \$
	0) A/E any other children in the lamin invalind for a beson amount? I'll you it is
	If Yes' give details

AMIGV-2005 A

	Beneficiary Full Name Pomary P.O.L. Moenig Fosucamu Trus Hostu	you.	Relationship to	nsured	Percei	ntage 0.98	
	Contingent	· -					_
B.	Owner (The Owner of this policy is the Insured unless otherwise	specified b	pelow. Enter nan	e of successor maner	in Remarks.)		
	Provide the Applicant's name, address and Taxpayer ID, if different fro						
	If the Owner is the Trust provide the name of the Trust						
	Owners Name Moli Knerica Frisurance 7/10st Box	5/11/06		Social Security # o		cted	
	Address Steel Clo 110 lb Frieto Bank N.A. 400 Billing polices will be Sent to the Owner at this address unless otherwise directed in Roma	North	Edel Nd.	Atlanta Sine	Se zoco	de <u>303</u> 2	·^
	(Billing polices will be Sent to the Owner at this address unless etherwise directed in Rema	arks Section	-	CATE BOXES OF CO.	<u> </u>		
	U S Citizen? 🗆 Yes 🗇 No° if No, Country US Visa	a type	Passport #	or U.S. Visa #	# of year	smUS	
	Relationship to Insured			Berth			
	Name of Trustee Wells Frang - BANK, 74 A.		Date o	Trust Agreement	5.11.06		
•	If the policy owner is not a U.S. Pakson (U.S. Citizen or U.S. Corporati	on, Partners	ship, or Trust esta	blished or organized un	der the laws of a sta	le of the Uni	ed State
	then he, she or it may have to provide additional documentation, includ	ding IKS for	m W-8 BEN				
G	ENERAL INFORMATION (Proposed insured)						
,	List details of all answers in the Remarks section.						
	Ever had a driver's license suspended or revoked, or within the fast 5 y	years, been	convicted of reck	ess or negligent driving	or		
	driving under the influence of alcohol or drugs?					☐ Yes	Ç A No
į	(If "Yes", include dates, types of violations, and reason for suspension Any plans to travel or reside outside the United States?	Ot LEAOCS00	n in Kemants)			64 17	en 14.
	viry plans to travel or reside duiside the crimed states? (If "Yes", complete Foreign Residence and Travel Supplement)					🖸 Yes	XX No
	Have you been disabled for 2 or more weeks within the last 2 years?					☐ Yes	₽ No
	in the last year flown other than as a passenger or plan to do so?					☐ Yes	KI No
	(if 'Yes', complete Aviation Supplement)					C 162	بمر ۱۱۰
1	Engaged within the last year or any plan to engage in motor racing on I	land or wate	er, underwater div	ng, skydwing, balloone	NQ,		
1	hang gliding, parachuting or flying ultra-light aircraft or other hazardous	s sports or h	obbies?	. , .	-	□ Yes	52 No
	(If "Yes", complete Avocation Supplement)						
	n the last 10 years Ever had an application for life or health insurance	that was de	clined, required a	n extra premium or oth	er modification?	☐ Yes	No No
	if "Yes", state companies and provide full details in Remarks)						
	n the last 10 years, have you been convicted of, or pled "no contest" to					□ Yes	DE No
		les i					
	ili "Yes" in "Remarks", state full details of offense and penalty, with date		No Type	Ave O	antin facto	5	
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No.	stion Miness, Treatment, and Number of Attacks (include specific diagnosis and medication)	Onset Date	Recovery Date	If disabled, How long?	Doctor, Clinic, or Hospital Complete Address and Phone Number
EMARKS ovide d the own ere.	S etails for any of the questions, and any other additioner is a Qualified Plan, please indicate the qualified	onal remarks. olan and type	(Attach signed : profess	and dated by	cet of paper if necessary; and it must be the Proposed Insured, Owner, and financial
DC.	Kaiser 718-941-560	3		x. \$0	heter 718-376-810
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_R	FOOKlyn, My/11218		B	(vols)	yn Ny!
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	OOKIUM NU 1/215			7070	socios info
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COM	PLETE IF MONEY IS PAID WITH THE POLICY:				
Amou	int paid with this Application \$				
Has th	he undersigned read, signed and received a copy of the ance Agreement, including	Temporary Inst	urance Agree	ement, and do	they agree to the conditions of the Temporary
	he requirement that all of the conditions in that Agreeme	ent must be met	before any t	emporary wisus	rance takes effect, and
• 1	he \$1,000,000 insurance amount limitations, and				,
	hat the Person Proposed for Insurance is at least 15 da				
(ARDO)	or if any Person Proposed for Insurance has been diagnosed or AIDS-Related Complex (ARC) by a member of the medicancer, a stroke, or a heart attack within the last year, a premiu	al profession with	n the last 10 ye	ears or	
had ca					
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AXA EQUITABLE LIFE INSURANCE COMPANY

A Stock Life Insurance Company Home Office: 1290 Avenue of the Americas, New York, New York 10104

This is a Flexible Premium Universal Life Insurance Policy. The Insurance Benefit is payable upon the death of the insured person while this policy is in force. You may pay premiums while the insured person is living and is not yet attained age 100. The values provided by this policy are based on declared interest rates. This is a non-participating policy.

No. 04-100

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

AXA EQUITABLE LIFE INSURANCE COMPANY;)
Plaintiff,)) CIVIL ACTION NO.:) 1:07-cv-0512-MHS
V.)
WELLS FARGO BANK, N.A., AS TRUSTEE OF THE MALI KOENIG INSURANCE TRUST 05/11/06, AND AS TRUSTEE OF THE BENZION KOENIG INSURANCE TRUST 05/11/06))))
Defendant.)

EXHIBIT 7 to Second Amended Complaint

INSURED PERSON BENZION KOENIG



POLICY OWNER BENZION KO

BENZION KOENIG INS TRT 20060511

UNIVERSAL LIFE INSURANCE POLICY

POLICY NUMBER 156 212 032

AXA EQUITABLE LIFE INSURANCE COMPANY HOME OFFICE: 1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK

We agree to pay the Insurance Benefit of this policy and to provide its other benefits and rights in accordance with its provisions.

Flexible Premium Universal Life Insurance Policy

This is a flexible premium universal life insurance policy. You can, within limits:

- make premium payments at any time and in any amount;
- change the Death Benefit Option; and
- reduce the face amount of insurance

These rights and benefits are subject to the terms and conditions of this policy. All requests for policy changes are subject to our approval and may require evidence of insurability.

We put your net premiums into your Policy Account. Your Policy Account will accumulate, after deductions, at rates of interest we determine. Such rates will not be less than 3% per year.

This is a non-participating policy.

Right to Examine Policy. You may examine this policy and if for any reason you are not satisfied with it, you may cancel it by returning this policy with a written request for cancellation to our Administrative Office by the 10th day after you receive it. If you do this, we will refund the premiums that were paid minus any outstanding loan and accrued loan interest.

Read Your Policy Carefully. It is a legal contract between you and AXA Equitable Life Insurance Company.

Pauline Sherman, Senior Vice President, Secretary and Associate General Counsel Christopher M. Condron Chairman and Chief Executive Officer

Contents

Policy Information 3

Table of Maximum Monthly Charges for Benefits 4

Those Who Benefit from this Policy 5

The Insurance Benefit We Pay 5

Reducing the Face Amount of the Base Policy or Changing the Death Benefit Option 6

The Premiums You Pay 7

Your Policy Account and How it Works 8

The Cash Surrender Value of this Policy 9

How a Loan Can Be Made 10

Our Annual Report to You 11

How Benefits are Paid 11

Other Important Information 11

In this policy:

"We," "our," and "us" mean AXA Equitable Life Insurance Company.

"You" and "your" mean the owner of this policy at the time an owner's right is exercised.

Unless otherwise stated, all references to interest in this policy are effective annual rates of interest.

Administrative Office

The address of our Administrative Office is shown on Page 3. You should send correspondence to that office. Premium payments should be sent to the address listed on your billing notice.

Attained age means age on the birthday nearest to the beginning of the current policy year.

Copies of the application for this policy and any additional benefit riders are attached to the policy.

INTRODUCTION

The premiums you pay, after deductions are made in accordance with the Table of Expense Charges in the Policy Information section, are put into your Policy Account. Amounts in your Policy Account earn interest at rates we declare periodically; these rates will not be less than 3% on an effective annual basis.

If Death Benefit Option A is in effect, the Death Benefit is the base policy face amount. If Death Benefit Option B is in effect, the Death Benefit is the base policy face amount *plus* the amount in your Policy Account. Under either option, the Death Benefit will never be less than a percentage of your Policy Account as stated in the "Death Benefit" provision.

The Insurance Benefit of this policy is payable upon the death of the insured person while the policy is in force.

We make monthly deductions from your Policy Account to cover the cost of the benefits provided by this policy and the cost of any benefits provided by riders to this policy. If you give up this policy for its Net Cash Surrender Value or reduce the base policy face amount, we may deduct a surrender charge from your Policy Account.

This is only a summary of what this policy provides. You should read all of it carefully. Its terms govern your rights and our obligations.

POLICY INFORMATION

INSURED PERSON BENZION KOENIG

POLICY OWNER BENZION KOENIG INS TRT 20060511

FACE AMOUNT

OF BASE POLICY \$10,000,000

DEATH BENEFIT OPTION A (SEE PAGE 6)

POLICY NUMBER 156 212 032

ISSUE AGE 85 SEX MALE

BENEFICIARY BENZION KOENIG INS TRT 05/11/06

REGISTER DATE APR 8, 2006

DATE OF ISSUE FEB 20 2007 RATING CLASS: STANDARD

ATE OF ISSUE FEB 20, 2007 NON-TOBACCO USER

A MINIMUM INITIAL PREMIUM PAYMENT OF \$143,597.84 IS DUE ON OR BEFORE DELIVERY OF THE POLICY.

THE PLANNED PERIODIC PREMIUM OF \$1,515,852.00 IS PAYABLE ANNUALLY.

THE ADDITIONAL BENEFIT RIDERS LISTED BELOW, IF ANY, ARE INCLUDED IN THIS POLICY:

THE PLANNED PERIODIC PREMIUMS SHOWN ABOVE MAY NOT BE SUFFICIENT TO CONTINUE THE POLICY AND LIFE INSURANCE COVERAGE IN FORCE. THE PERIOD FOR WHICH THE POLICY AND COVERAGE WILL CONTINUE IN FORCE WILL DEPEND ON: (1) THE AMOUNT, TIMING AND FREQUENCY OF PREMIUM PAYMENTS; (2) CHANGES IN THE FACE AMOUNT AND THE DEATH BENEFIT OPTIONS; (3) CHANGES IN THE INTEREST RATES CREDITED TO THIS POLICY; (4) CHANGES IN THE MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT FOR THIS POLICY AND ANY BENEFITS PROVIDED BY RIDERS TO THIS POLICY; AND (5) LOAN AND PARTIAL NET CASH SURRENDER VALUE WITHDRAWAL ACTIVITY.

TABLE OF EXPENSE CHARGES

DEDUCTION FROM PREMIUM PAYMENTS:

PREMIUM CHARGE:

WE DEDUCT AN AMOUNT NOT TO EXCEED 8% FROM EACH PREMIUM PAYMENT. WE RESERVE THE RIGHT TO INCREASE THIS PERCENTAGE LIMIT AS A RESULT OF CHANGES IN THE TAX LAWS WHICH INCREASE OUR EXPENSES.

DEDUCTIONS FROM YOUR POLICY ACCOUNT:

ADMINISTRATIVE CHARGE:

FIRST POLICY YEAR: WE DEDUCT \$20.00 AT THE BEGINNING OF EACH POLICY MONTH.

SECOND AND SUBSEQUENT POLICY YEARS (BUT NOT BEYOND THE POLICY ANNIVERSARY WHEN THE INSURED PERSON IS ATTAINED AGE 100): WE DEDUCT AN AMOUNT NOT TO EXCEED \$10.00 AT THE BEGINNING OF EACH POLICY MONTH.

POLICY INFORMATION CONTINUED - POLICY NUMBER 156 212 032

BEGINNING OF POLICY		BEGINNING OF POLICY	
YEAR	<u>CHARGE</u>	YEAR	<u>CHARGE</u>
01	\$464,484.72	09	\$239,015.94
02	\$440,278.04	10	\$204,424.97
03	\$416,085.35	11	\$169,917.96
04	\$391,883.33	12	\$135,322.32
05	\$367,690.64	13	\$100,815.32
06	\$342,718.89	14	\$66,224.34
07	\$308,118.59	15	\$31,717.34
08	\$273,527.61	16 AND LATER	\$0.00

A SURRENDER CHARGE WILL BE SUBTRACTED FROM YOUR POLICY ACCOUNT IF THIS POLICY IS GIVEN UP FOR ITS NET CASH SURRENDER VALUE WITHIN THE FIRST FIFTEEN POLICY YEARS. THE SURRENDER CHARGE IN THE FIRST POLICY MONTH OF EACH POLICY YEAR IS SHOWN IN THE TABLE ABOVE. DURING THE FIRST FIVE POLICY YEARS THE SURRENDER CHARGE DECLINES UNIFORMLY IN EQUAL MONTHLY AMOUNTS UNTIL IT REACHES \$345,601.86 IN THE TWELFTH MONTH OF POLICY YEAR FIVE. STARTING IN POLICY YEAR SIX, THE SURRENDER CHARGE DECLINES UNIFORMLY IN EQUAL MONTHLY AMOUNTS UNTIL IT REACHES ZERO IN THE TWELFTH MONTH OF POLICY YEAR FIFTEEN.

IF THE BASE POLICY FACE AMOUNT IS REDUCED WITHIN THE FIRST FIFTEEN POLICY YEARS, A PROPORTIONATE SHARE OF THE APPLICABLE SURRENDER CHARGE AT THAT TIME WILL BE DEDUCTED FROM YOUR POLICY ACCOUNT. SEE SURRENDER CHARGES PROVISION FOR A DESCRIPTION OF THE PROPORTIONATE SURRENDER CHARGE.

ADMINISTRATIVE OFFICE:

AXA EQUITABLE LIFE INSURANCE COMPANY

NATIONAL OPERATIONS CENTER 10840 BALLANTYNE COMMONS PARKWAY CHARLOTTE, NC 28277 (800) 777-6510

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_____ TABLE OF MAXIMUM MONTHLY CHARGES FOR BENEFITS _____

BENEFITS

MONTHLY DEDUCTION FROM POLICY ACCOUNT

PERIOD 15 YEARS

BASE POLICY LIFE INSURANCE

MAXIMUM MONTHLY COST OF INSURANCE RATE FOR THE BASE POLICY (SEE PAGE 4 - CONTINUED) TIMES THOUSANDS OF NET AMOUNT AT RISK. NO DEDUCTION IS MADE AFTER AGE 100 OF THE INSURED PERSON.

POLICY INFORMATION CONTINUED - POLICY NUMBER 156 212 032

***************************************	TABLE OF MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1,000 OF NET AMOUNT AT RISK FOR THE BASE POLICY
INSURED PERSON'S ATTAINED	
AGE	RATE
85	13.37417
86	14.69833
87	16.08083
88	17.49667
89	18.96583
90	20.51167
91	22.16500
92	23.98667
93	26.06583
94	28.78417
95	32.81750
96	39.64250
97	53.06583
98	83.33250
99	83.33250
100 AND OVER	0.00000

POLICY INFORMATION CONTINUED - POLICY NUMBER 156 212 032

TABLE OF PERCENTAGES

INSURED PERSON'S ATTAINED AGE	<u>PERCENTAGE</u>	INSURED PERSON'S ATTAINED AGE	PERCENTAGE
40 and under	250%	61	128%
41	243	62	126
42	236	63	124
43	229	64	122
44	222	65	120
45	215	66	119
46	209	67	118
47	203	68	117
48	197	69	116
49	191	70	115
50	185	71	113
51	178	72	111
52	171	73	109
53	164	74	107
54	157	75-90	105
55	150	91	104
56	146	92	103
57	142	93	102
58	138	94 and above	101
59	134		
60	130		

Section 7702 of the Internal Revenue Code of 1986, as amended (i.e., the "Code"), gives a definition of life insurance which limits the amounts that may be paid into a life insurance policy relative to the benefits it provides. Even if this policy states otherwise, at no time will the "future benefits" under this policy be less than an amount such that the "premiums paid" do not exceed the Code's "guideline premium limitations." We may adjust the amount of premium paid to meet these limitations. Also, at no time will the "death benefit" under the policy be less than the "applicable percentage" of the "cash surrender value" of the policy. The above terms are as defined in the Code. In addition, we may take certain actions, described here and elsewhere in the policy, to meet the definitions and limitations in the Code, based on our interpretation of the Code. Please see "Policy Changes -Applicable Tax Law" for more information.

Those Who Benefit from this Policy

Owner. The owner of this policy is the insured person unless otherwise stated in the application, or later changed.

Document 47-8

As the owner, you are entitled to exercise all the rights of this policy while the insured person is living. To exercise a right, you do not need the consent of anyone who has only a conditional or future ownership interest in this policy.

Beneficiary. The beneficiary is as stated in the application, unless later changed. The beneficiary is entitled to the Insurance Benefit of this policy. One or more beneficiaries for the Insurance Benefit can be named in the application. If more than one beneficiary is named, they can be classed as primary or contingent. If two or more persons are named in a class, their shares in the benefit can be stated. The stated shares in the Insurance Benefit will be paid to any primary beneficiaries who survive the insured person. If no primary beneficiaries survive, payment will be made to any surviving contingent beneficiaries. Beneficiaries who survive in the same class will share the Insurance Benefit equally, unless you have made another arrangement with us.

If there is no designated beneficiary living at the death of the insured person, we will pay the Insurance Benefit to the insured person's surviving children in equal shares. If none survive, we will pay the insured person's estate.

Changing the Owner or Beneficiary. While the insured person is living, you may change the owner or beneficiary by written notice in a form satisfactory to us. You can get such a form from your financial professional or by writing to us at our Administrative Office. The change will take effect on the date you sign the notice; however, it will not apply to any payment we make or other action we take before we receive the notice.

Assignment. You may assign this policy, if we agree; however, we will not be bound by an assignment unless we have received it in writing at our Administrative Office. Your rights and those of any other person referred to in this policy will be subject to the assignment. We assume no responsibility for the validity of an assignment. An absolute assignment will be considered as a change of ownership to the assignee.

The Insurance Benefit We Pay

We will pay the Insurance Benefit of this policy to the beneficiary upon the death of the insured person when we receive at our Administrative Office (1) proof that the insured person died while this policy was in force; and (2) all other requirements we deem necessary. The Insurance Benefit includes the following amounts, which we will determine as of the date of death of the insured person:

- the Death Benefit described in the "Death Benefit" provision;
- plus any other benefits then due from riders to this policy;
- minus any policy loan and accrued interest, or liens;
- minus any overdue deductions from your Policy Account if the insured person dies during a grace period.

We will add interest to the resulting amount in accordance with applicable law. We will compute the interest at a rate we determine, but not less than the rate required by any applicable law. Payment of the Insurance Benefit may also be affected by other provisions of this policy. See the "Other Important Information" section of this policy, where we specify our right to contest the policy, the suicide exclusion, and what happens if age or sex has been misstated. Additional exclusions or limitations (if any) are listed in the Policy Information section.

04-100-5 Page 5 **Death Benefit.** The Death Benefit of this policy will be determined under either Option A or Option B, whichever you have chosen and is in effect on the date of death of the insured person.

Document 47-8

Under Option A, the Death Benefit is the greater of (a) the base policy face amount; or (b) a percentage of the amount in your Policy Account on the date of death of the insured person.

Under Option B, the Death Benefit is the greater of (a) the base policy face amount plus the amount in your Policy Account on the date of death of the insured person; or (b) a percentage of the amount in your Policy Account on the date of death of the insured person.

The percentages referred to above are the percentages from the "Table of Percentages" shown on Page 4-Continued of this policy for the insured person's age (nearest birthday) at the beginning of the policy year of determination.

Coverage After Age 100. If the policy is in force on the policy anniversary when the insured person reaches age 100, it will remain in force subject to the policy loan provision. However, no premium payments, partial withdrawals, changes in face amount or changes in Death Benefit Option will be permitted after age 100 of the insured person; policy loans and loan repayments may continue to be made, subject to our normal rules as stated in other provisions of the policy pertaining to these items. No deductions for cost of insurance or administrative charges will be made after age 100 of the insured person.

Reducing the Face Amount of the Base Policy or Changing the Death Benefit Option

You may reduce the face amount of the base policy or change the death benefit option by written request to us at our Administrative Office, subject to the following conditions:

- 1. After the second policy year while this policy is in force, you may ask us to reduce the base policy face amount but not to less than \$50,000. Any such reduction in the face amount may not be less than \$10,000. If you reduce the base policy face amount before the end of the twentieth policy year, we will deduct a proportionate amount of any applicable surrender charge from your Policy Account.
- 2. After the second policy year while this policy is in force, you can change your death benefit option. Any requested change to death benefit Option B must be made while the insured person is not more than attained age 90. If you ask us to change from Option A to Option B, we will decrease the base policy face amount by the amount in your Policy Account on the date the change takes effect. However, we will decline to make such change if it would reduce the base policy face amount to less than \$50,000. If you ask us to change from Option B to Option A, we will increase the base policy face amount by the amount in your Policy Account on the date the change takes effect. Such decreases and increases in the base policy face amount are made so that the death benefit remains the same on the date the change takes effect.
- 3. The change will take effect at the beginning of the policy month that coincides with or next follows the date we approve your request.
- 4. We reserve the right to decline to make any change that we determine would cause this policy to fail to qualify as life insurance under applicable tax law as interpreted by us.
- 5. You may ask for a change by completing an application for change, which you can get from your financial professional or by writing to us at our Administrative Office. A copy of your application for change will be attached to the new Policy Information section that we will issue when the change is made. The new section and the application for change will become a part of this policy. We may require you to return this policy to our Administrative Office to make a policy change.

04-100-5 Page 6

The Premiums You Pay

The minimum initial premium payment shown in the Policy Information section is due on or before delivery of this policy. No insurance will take effect before a premium at least equal to the minimum initial premium is paid. Other premiums may be paid at our Administrative Office at any time prior to attained age 100 of the insured person while this policy is in force. We will furnish you with a premium receipt, signed by one of our officers, upon request.

Document 47-8

We will send premium notices to you for the planned periodic premium shown in the Policy Information section. You may skip planned periodic premium payments. However, this may adversely affect the duration of the Death Benefit and your policy's values. We will assume that any payment you make to us is a premium payment, unless you tell us in writing that it is a loan repayment.

If you stop paying premiums, insurance coverage will continue for as long as the Net Policy Account Value is sufficient to cover the monthly deductions described in the "Monthly Deductions" provision, with a further extension of coverage as described in the "Grace Period" provision.

Limits. Each premium payment after the initial one must be at least \$100. We may increase this minimum limit 90 days after we send you written notice of such increase. We reserve the right to limit the amount of any premium payments you may make if they would immediately result in more than a dollar for dollar increase in the Death Benefit (which would happen if the Death Benefit is determined as a percentage of the Policy Account, as described in the "Death Benefit" provision), unless you provide satisfactory evidence of insurability of the insured person.

We also reserve the right not to accept premium payments or to return excess amounts that we determine would cause this policy to fail to qualify as life insurance under applicable tax law as interpreted by us.

Grace Period. At the beginning of each policy month, we compare the Net Policy Account Value (this is equal to the amount in your Policy Account minus any policy loan and accrued loan interest) to the total monthly deductions described in the "Monthly Deductions" provision. If the Net Policy Account Value is sufficient to cover the total monthly deductions, this policy is not in default.

If the Net Policy Account Value at the beginning of any policy month is not sufficient to cover the total monthly deductions, the policy is in default as of the first day of such policy month,

If the policy is in default, we will send you and any assignee on our records at last known addresses written notice stating that a grace period of 61 days has begun starting with the date the notice is mailed. The notice will also state the amount of payment that is due.

The payment required will not be more than an amount sufficient to increase the Net Policy Account Value to cover all monthly deductions for 3 months, calculated assuming no interest was credited to the Policy Account and no policy changes were made.

If we do not receive such amount at our Administrative Office before the end of the grace period, we will then (1) withdraw and retain any amount in your Policy Account; and (2) send a written notice to you and any assignee on our records at last known addresses stating that this policy has ended without value.

If we receive the requested amount before the end of the grace period, but the Net Policy Account Value is still insufficient to cover total monthly deductions, we will send a written notice that a new 61 day grace period has begun and request an additional payment.

If the insured person dies during a grace period, we will pay the Insurance Benefit as described on Page 5.

04-100-7 Page 7 Restoring Your Policy Benefits. If this policy has ended without value and was not given up for its Net Cash Surrender Value, you may restore policy benefits while the insured person is alive. In order to restore benefits, you must:

- 1. Ask for restoration of policy benefits within 5 years from the end of the grace period; and
- 2. Provide evidence of insurability satisfactory to us; and
- 3. Make a required payment. The required payment will not be more than an amount sufficient to cover (i) total monthly deductions for 3 months, calculated from the effective date of restoration; and (ii) the premium charge. We will determine the amount of this required payment as if no interest was credited to your Policy Account.

We must receive the required payment while the insured person is alive. We will deduct the premium charge from the required payment. The policy account on the date of restoration will be equal to the balance of the required payment.

The effective date of the restoration of policy benefits will be the beginning of the policy month which coincides with or next follows the date we approve your request. We will start to make monthly charges again as of the effective date of restoration. The schedule of surrender charges that was applicable on the date of default will also be applicable to the restored policy.

We reserve the right to decline to restore this policy if in our opinion it would cause this policy to fail to qualify as life insurance under applicable tax law.

Your Policy Account and How it Works

Premium Payments. When we receive your premium payments, we subtract the premium charge shown in the table in the "Policy Information" section and any overdue monthly deductions. We put the balance (the net premium) into your Policy Account as of the date we receive the premium payment at our Administrative Office and before any deductions from your Policy Account due on that date are made. However, we will put the initial net premium payment into your Policy Account as of the Register Date if it is later than the date of receipt. No premiums will be applied to your Policy Account until the minimum initial premium payment, as shown in the "Policy Information" section, is received at our Administrative Office.

We credit interest to your Policy Account at effective annual rates we determine periodically. We make deductions from your Policy Account as described in the "Monthly Deductions" provision. We also subtract from your Policy Account any partial Net Cash Surrender Value withdrawals you ask for; more details are given in the Cash Surrender Value section of this policy.

Monthly Deductions. At the beginning of each policy month we make a deduction from your Policy Account to cover the charges described below. If you do not submit the full minimum initial premium with your application, and the minimum initial premium is paid upon delivery, your monthly charges commence as of the Register Date. Such deduction for any policy month is the sum of the following amounts determined as of the beginning of that month:

- the monthly administrative charge;
- the monthly cost of insurance for the insured person; and
- the monthly cost of any benefits provided by riders to this policy.

The monthly cost of insurance is the sum of (a) our current monthly cost of insurance rate times the net amount at risk at the beginning of the policy month divided by \$1,000; plus (b) any flat extra charge shown in the "Policy Information" section. The net amount at risk at any time is the Death Benefit (calculated as of that time) minus the amount in your Policy Account at that time.

04-100-7 Page 8

We will determine cost of insurance rates from time to time. Any change in the cost of insurance rates we use will be as described in the "Changes in Policy Cost Factors" provision. They will never be more than those shown in the Table of Maximum Monthly Cost of Insurance Rates Per \$1000 of Net Amount at Risk for the Base Policy on Page 4-Continued.

No monthly deductions are made after age 100 of the insured person.

Other Deductions. We also make the following other deductions from your Policy Account as they occur:

We deduct a surrender charge if, before the end of the fifteenth policy year, you give up this policy for its Net Cash Surrender Value or you reduce the base policy face amount.

How We Add Interest. We will credit the amount in your Policy Account with interest at rates we determine. We will determine such interest rates periodically in advance for unloaned and loaned amounts. The rates may be different for unloaned and loaned amounts. Any change in the interest rates we determine will be as described in the "Changes in Policy Cost Factors" provision. Such interest rates will not be less than 3% per year. Interest accrues and is credited on unloaned amounts in your Policy Account daily. However, we will credit interest on the initial net premium from the Register Date if it is later than the date of receipt provided the initial premium is at least equal to the minimum initial premium shown on Page 3 of the policy.

We credit interest on the loaned portion of your Policy Account daily. The interest rate we credit to the loaned portion of your Policy Account will be at an annual rate up to 2% less than the loan interest rate we charge. However, we reserve the right to credit a lower rate than this if in the future tax laws change such that our taxes on policy loans or policy loan interest are increased. In no event will we credit less than 3% per year.

On each policy anniversary and at any time you repay all of a policy loan, we will transfer the interest that has been credited to the loaned portion of your Policy Account to the unloaned portion of your Policy Account.

The Cash Surrender Value of this Policy

Cash Surrender Value. The Cash Surrender Value on any date is equal to the amount in your Policy Account on that date minus any applicable surrender charge.

Net Cash Surrender Value. The Net Cash Surrender Value is equal to the Cash Surrender Value minus any policy loan and accrued loan interest. You may give up this policy for its Net Cash Surrender Value at any time while the insured person is living. You may do this by sending us a written request for it and this policy to our Administrative Office. Your written request for cancellation or surrender must include the following:

- A statement that makes it clear that you intend to surrender the contract;
- 2. The policy number of the policy to be surrendered;
- The name of the insured person and your name (if other than the insured person) and address where proceeds should be mailed;
- Your signature and, if required by the policy or by a legally binding document of which we have an actual notice, the signature of a collateral assignee or other person having an interest in the policy through the legally binding document.

If this policy has a Cash Surrender Value and is being given up for its Net Cash Surrender Value, a completed withholding authorization must also be included with your written request. If this form is not provided to us with your written request for surrender, we will withhold income tax on the taxable portion of your distribution at the mandated federal and state tax rates. We will compute the Net Cash Surrender Value as of the date we receive your request for it and this policy at our Administrative Office. If the policy has been lost, stolen or destroyed, you must include a statement in the written request that the policy was lost, stolen or destroyed with an approximate date of when the policy was lost, stolen or destroyed. All insurance coverage under this policy ends on the date we receive your written request.

Surrender Charges. If you give up this policy for its Net Cash Surrender Value before the end of the fifteenth policy year, we will subtract a surrender charge from your Policy Account. A table of surrender charges for the initial base policy face amount is in the "Policy Information" section.

04-100-9GA Page 9 If the base policy face amount is reduced before the end of the fifteenth policy year, we will also deduct a proportionate amount of any applicable surrender charge from your Policy Account. We will send you a new Policy Information section in the event of a reduction in the base policy face amount. It will become a part of this policy. We may require you to return this policy to our Administrative Office to make a change.

We have filed a detailed statement of the method of computing surrender charges with the insurance supervisory official of the jurisdiction in which this policy is delivered.

Partial Net Cash Surrender Value Withdrawal. After the first policy year, and while the insured person is living, you may ask for a partial Net Cash Surrender Value withdrawal by written request to our Administrative Office. Your request will be subject to our approval based on our rules in effect when we receive your request, and to the minimum withdrawal amount of \$500.00. We have the right to decline a request for a partial Net Cash Surrender Value withdrawal if this would cause the policy to fail to qualify as life insurance under applicable tax law, as interpreted by us. We will decline a request for a partial Net Cash Surrender Value withdrawal if this would cause a decrease in the base policy face amount to less than \$50,000. A partial withdrawal will result in a reduction in the Cash Surrender Value and in your Policy Account equal to the amount withdrawn as well as a reduction in your Death Benefit. If the Death Benefit is Option A, the withdrawal may also result in a decrease in the face amount; there will be no proportionate surrender charge due to such a decrease.

Such withdrawal and resulting reduction in the Death Benefit, in the Cash Surrender Value and in your Policy Account will take effect on the date we receive your written request at our Administrative Office. We will send you a new Policy Information section if a withdrawal results in a reduction in the face amount. It will become a part of this policy. We may require you to return this policy to our Administrative Office to make a change.

How a Loan Can Be Made

Policy Loans. You can take a loan on this policy while it has a loan value. This policy will be the only security for the loan. The initial loan and each additional loan must be for at least \$500.00. Any amount on loan is part of your Policy Account. We refer to this as the loaned portion of your Policy Account.

Carry Over Loans. If this policy was issued based, in whole or part, upon an exchange of another life insurance policy, any transferred existing loan from the exchanged policy as approved by us will be put into the loaned portion of your Policy Account. If a refund is made under the "Right to Examine Policy" provision, we will subtract any policy loan and accrued loan interest from that refund.

Loan Value. The loan value on any date is the Cash Surrender Value on that date discounted at the loan interest rate we charge to the next policy anniversary. The amount of any new loan you take may not be more than the loan value, less any existing loan and accrued loan interest. If you request an increase to an existing loan, the additional amount requested will be added to the amount of the existing loan and accrued loan interest.

Loan Interest. Interest on a loan accrues daily at an adjustable loan interest rate. We will determine the rate at the beginning of each policy year, subject to the following paragraphs. It will apply to any new or outstanding loan under the policy during the policy year next following the date of determination.

The maximum loan interest rate for a policy year shall be the greater of (1) the "Published Monthly Average," as defined below, for the calendar month that ends two months before the date of determination or (2) 4%. "Published Monthly Average" means the Moody's Corporate Bond Yield Average - Monthly Average Corporates published by Moody's Investors Service, Inc., or any successor thereto. If such averages are no longer published, we will use such other averages as may be established by regulation by the insurance supervisory official of the jurisdiction in which this policy is delivered. We reserve the right to establish a rate lower than the maximum.

No change in the rate shall be less than $\frac{1}{2}$ of 1% per year. We may increase the rate whenever the maximum rate as determined by clause (1) of the preceding paragraph exceeds the rate being charged by $\frac{1}{2}$ of 1% or more. We will reduce the rate to or below the maximum rate as determined by clause (1) of the preceding paragraph if such maximum is lower than the rate being charged by $\frac{1}{2}$ of 1% or more.

We will notify you of the initial loan interest rate when you take out a loan. We will also give you advance written notice of any increase in the interest rate of any outstanding loan.

Loan interest is due on each policy anniversary. If the interest is not paid when due, it will be added to your outstanding loan and bear interest at the loan rate then in effect.

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Loan Repayment. You may repay all or part of a policy loan at any time while the insured person is alive and this policy is in force.

Failure to repay a policy loan or to pay loan interest will not terminate this policy unless at the beginning of a policy month the Net Policy Account Value is less than the total monthly deduction then due. In that case, the "Grace Period" provision will apply.

A policy loan will have a permanent effect on your benefits under this policy even if it is repaid.

Our Annual Report to You

For each policy year we will send you without charge a report for this policy that shows the current Death Benefit, the value of your Policy Account, the Cash Surrender Value and any policy loan with the current loan interest rate. It will also show the premiums paid and any other information as may be required by the insurance supervisory official of the jurisdiction in which this policy is delivered.

How Benefits Are Paid

The Insurance Benefit or your Net Cash Surrender Value withdrawals are paid immediately in one sum. Amounts paid will not be subject to the claims of creditors or to legal process, to the extent permitted by law.

Other Important Information

Your Contract with Us. This policy is issued in consideration of payment of a premium at least equal to the minimum initial premium payment shown in the "Policy Information" section. This policy, any riders or endorsements, and the attached copy of the initial application and all subsequent applications to change this policy, and all additional Policy Information sections added to this policy, make up the entire contract. The rights conferred by this policy are in addition to those provided by applicable Federal and State laws and regulations.

Only our Chairman of the Board, our President or one of our Vice Presidents can modify this contract or waive any of our rights or requirements under it. The person making these changes must put them in writing and sign them.

Policy Changes — Applicable Tax Law. For you and the beneficiary to receive the tax treatment accorded to life insurance under Federal law, this policy must qualify initially and continue to qualify as life insurance under the Code or successor law. Therefore, we have reserved earlier in this policy the right to decline to accept premium payments, to decline to change Death Benefit Options, to decline to change the face amount, or to decline to make partial withdrawals that, in our opinion, would cause this policy to fail to qualify as life insurance under applicable tax law. Further, we reserve the right to make changes in this policy or its riders (for example, in the percentages in the "Death Benefit" provision) or to require additional premium payments, or to make distributions from this policy or to change the face amount to the extent we deem it necessary to continue to qualify this policy as life insurance. Any such changes will apply uniformly to all policies that are affected. You will be given advance written notice of such changes.

Changes in Policy Cost Factors. Changes in policy cost factors (interest rates we credit, cost of insurance deductions and expense charges) will be on a basis that is equitable to all policyholders of a given class, and will be determined based on reasonable assumptions as to expenses, mortality, policy and contract claims, taxes, investment income, and lapses. Any change in policy cost factors will never result in an interest crediting rate that is lower than that guaranteed in the policy, or policy charges that exceed the maximum policy charges guaranteed in the policy. Any change in policy cost factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which this policy is delivered.

When the Policy is Incontestable. We have the right to contest the validity of this policy based on material misstatements made in the initial application for this policy. However, we will not contest the validity of this policy after it has been in effect during the lifetime of the insured person for two years from the earlier of the Register Date or date of issue shown in the Policy Information section.

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We also have the right to contest the validity of any policy change or restoration based on material misstatements made in any application for that change or restoration. We will not contest any policy change that requires evidence of insurability, or any restoration of this policy, after the change or restoration has been in effect for two years during the lifetime of the insured person.

No statement shall be used to contest a claim unless contained in an application,

All statements made in an application are representations and not warranties.

See any additional benefit riders for modifications of this provision that apply to them.

What if Age or Sex has Been Misstated? If the insured person's age or sex has been misstated on any application, the Death Benefit and any benefits provided by riders to this policy shall be those which would be purchased by the most recent deduction for the cost of insurance, and the cost of any benefits provided by riders, at the correct age and sex.

How the Suicide Exclusion Affects Benefits. If the insured person commits suicide (while sane or insane) within two years after the earlier of the Register Date or the date of issue shown in the Policy Information section, our liability will be limited to the payment of a single sum. This sum will be equal to the premiums paid, minus any loan and accrued loan interest and minus any partial withdrawal of the Net Cash Surrender Value. If the insured person commits suicide (while sane or insane) within two years after the effective date of a change that you asked for that increases the Death Benefit, then our liability as to the increase in amount will be limited to the payment of a single sum equal to the monthly cost of insurance deductions made for such increase.

How We Measure Policy Periods and Anniversaries. We measure policy years, policy months, and policy anniversaries from the Register Date shown in the Policy Information section. Each policy month begins on the same day in each calendar month as the day of the month in the Register Date.

When We May Defer Payment. We may defer payment of any Net Cash Surrender Value withdrawal or loan amount (except when used to pay premiums to us) for up to six months after we receive a request for it. We will allow interest, at a rate of at least 3% per year, on any Net Cash Surrender Value payment that we defer for 30 days or more.

The Basis We Use for Computation. We provide Cash Surrender Values that are at least equal to those required by law. If required to do so, we have filed with the insurance supervisory official of the jurisdiction in which this policy is delivered a detailed statement of our method of computing such values. We compute reserves under this policy by the Commissioners' Reserve Valuation

We use the 1980 Commissioners' Standard Ordinary Male or Female Mortality Tables at attained ages 0-17, and the 1980 Commissioners' Standard Ordinary Male or Female, Smoker or Non-Smoker Mortality Tables at attained ages 18 and over, as the basis for determining maximum insurance costs and minimum cash surrender values. We take account of the sex, attained age, and class of risk of the insured person. For attained ages 18 and over, we also take account of the tobacco user status of the insured person. We use a minimum effective annual interest rate of 3%.

For policies issued at attained ages 0-17, an insured person's cost of insurance rate is not based on that person's status as a tobacco user or non-tobacco user. Effective with the policy anniversary when that insured person reaches attained age 18, non-tobacco user cost of insurance rates will be charged for that person. For policies issued at attained ages 18 or over, an insured person's cost of insurance rate takes account of that person's status as a tobacco user or non-tobacco user.

Change from Tobacco User Rates to Non-Tobacco User Rates. Any insured person attained age 18 or over being charged tobacco user rates may be eligible for non-tobacco user rates. The change, if approved, may result in lower future cost of insurance rates beginning on the effective date of change to non-tobacco user rates.

Upon request made to our Administrative Office, we will provide forms and instructions as to how you may apply for non-tobacco user rates. The change will be based upon our general underwriting rules in effect at the time of application, and may include criteria other than tobacco use status as well as a definition of tobacco use different from that applicable at the time this policy was issued.

04-100-11 Page 12 The change to non-tobacco user rates, if approved, will take effect at the beginning of the policy month that coincides with or next follows the date we approve your request. A copy of your application for the change will be attached to the new Policy Information section that we will issue when the change is made. The new section and the application for change will become part of this policy. We may require you to return this policy to our Administrative Office to make the change. This change may have adverse tax consequences.

Document 47-8

The change to non-tobacco rates will be contestable; however, we will not contest the change after it has been in effect for two years during the lifetime of the insured person. In the event of a successful contest, the Death Benefit and any benefits provided by riders to this policy shall be those which would be purchased by the most recent deduction for the cost of insurance, and the cost of any benefits provided by riders, at tobacco user rates.

Policy Illustrations. Upon request we will give you an illustration of the potential future benefits under this policy, based upon both guaranteed and current cost factor assumptions.

Policy Changes. You may add additional benefit riders or make other changes, subject to our rules at the time of change.

Conversion Privilege. You may, with the written consent of the insured person, request that we convert this policy to a variable life insurance policy we are then offering. You may request this at any time after the first policy year but not later than the fifth policy year after the register date of this policy. The new policy will be subject to its own issue age and face amount limits. If the insured person is less than attained age 65 at the time of the request, we will not require any evidence of insurability except as specifically noted below. If the insured person is attained age 65 or over at the time of the request, we will require evidence of insurability satisfactory to us. In all cases, this request is also subject to all of the following conditions:

- 1. This policy must be in force on the date of conversion. The insured person may not then be disabled under the terms of any disability waiver rider in effect under this policy.
- 2. The new policy will have a face amount of insurance equal to the face amount of insurance under this policy on the date of conversion. In order for the new policy to qualify as life insurance under the Internal Revenue Code or successor legislation, as interpreted by us, it may be necessary to increase the face amount of the new policy. If so, any increase in the face amount of the new policy to assure that the new policy meets the definition of life insurance will be subject to evidence of insurability satisfactory to us.
- 3. The register date and issue date of the new policy will be the same as the date of conversion. Premiums and charges for the new policy will be based on the company's rates in effect for the new policy for the then current issue age of the insured person and the same class of risk or the closest comparable class as under this policy. You may request a more favorable risk classification for the insured person; however, this will be subject to evidence of insurability satisfactory to us.
- 4. Any additional benefit riders in effect under this policy will be included with the new policy only if they are then available with the new policy as of its issue date. You may request to add new additional benefit riders to the new policy; however, this will be subject to evidence of insurability satisfactory to us.
- 5. Any policy loan and accrued loan interest under this policy must be repaid prior to conversion.

The suicide exclusion and contestable periods of the new policy will be determined from the date of issue of this policy rather than the date of issue of the new policy, except to the extent evidence of insurability was required as noted in the first paragraph of this provision and in items 2, 3, and 4.

04-100-13 Page 13 We will waive the surrender charge applicable to this policy on the date of conversion up to, but not to exceed, the amount of the first year surrender charge for the new policy. We will retain the excess, if any, over this amount and deduct it from this policy's Policy Account on the date of conversion. We will transfer the balance of your Policy Account Value to the new policy. Your Policy Account Value for the new policy will be allocated to the investment options under the new policy as directed by you on the application completed for the conversion, and in accordance with the terms of the new policy. The initial premium and deduction allocation percentages that you specify on the application will continue to apply unless later changed by you. Monthly deductions for the new policy, including any additional benefit riders, will start on the register date of the new policy. The new policy will be subject to all charges according to its terms. Coverage under this policy will terminate on the conversion date.

You may examine the new policy and cancel it if you are not satisfied with it; you will have as many days after the conversion date to do this as you had to cancel this policy after it was delivered to you originally. You must send a written request for cancellation within this time period to our Administrative Office. If you do this, we will (1) reinstate this policy and the same additional benefit riders, if any, that you had originally and (2) refund any premium payments made under the new policy.

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THIS ENDORSEMENT IS PART OF THIS POLICY.

NOTICE

THE LAWS OF THE STATE OF GEORGIA PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

C3 AXA Equitable Life Insurance Compan, 1290 Avenue of the Americas New York NY 10104

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☐ MONY Life Insurance Company of America 1290 Avenue of the Americas New York, NY 10104 Application For Life Insurance Part I Form No LIFEAPP GAYOR (2005)

Proposed Instituted A. Full Name First Ben Zion MI Last Koenig B. Gender Make	□ Female
C Home Address Redacted Redacted	
County/PanshState_Ny_Zp + 4 Code_Reda	
D. Home Phone No. Redacted _Best time to CallBest phone no to be contacted	
E. Date of Burth . Kedacted . F. Place of Burth . Poland (State County)	
G. Mantal Status Single Married Widowed Divorced Separated H Soc Sec No Redacted	
1 Driver's Lic No NONE State	
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L Current Occupation(s) (1) Title N/A Re 7 c (2) Duties N/- (3) How Long? (3) How Long?	·
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state of the United States) then he, she or it may have to provide additional documentation, including IRS form W 8 BEN	
COVERAGE INFORMATION	
A. Plan of insurance Afficial Amount of insurance \$ 0.000.00. (If survivorship policy, complete an application for each Proposed Insured If VUL, must also complete VUL Supplement To select dividend options on EWL or Riders on all Non VUL Plans complete Optional Benefits Supplement.)	inancial
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C Definition of Life Insurance Test Complete for AUL II, N. II. COLI '04 SGuideline Premium Test Cash Value Accumulation Test	
D. Premium Mode of Annual Semi	
System Matic (Complete S-M form and check applicable box) ☐ Quarterly (only available for UL and VUL) ☐ Monthly	
E Salary Allotment (1) Unit Name (2) Unit No (3) Unit Register Date	
(Specify Misture name if other than insured in Remarks) F. Dalé Policy to save insured Age? X Yes No	
G. 1. Do you, the owner, intend to use or transfer the policy for any type of pre death financial settlement, such as viatical settlement, senior settlement, life so for any other secondary market? 2 Have you, the owner, or any Proposed Insured if other than the owner, in the past 5 years sold a policy to a life settlement, viatical, or other secondary in provider? 2 Yes X No	
H Any other life insurance now in effect or application now pending? XYes II No (Give companies amounts and policy numbers in Remarks.)	
Will the coverage applied for replace or change any Meinsurance or annullies?	
Amount \$ Company Issue Year Policy Number □Life □ Group □ Annui	ly
Amount \$ Company Issue Year Policy Number □Life □ Group □ Annut	ty
J. Is this a Term Policy/Rider Conversion or Purchase Option?	-
b) Are any other children in the family insured for a lesser amount? Dives Div	.0
If "Yes" give details	

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<u> </u>	BENEFICIARY/OWNER DOCUMENT 44-5 THEO W/ 35/2006 Tage 22	2 01 20	
A.			
	Beneficiary Full Name Relationship to Insured Perce	•	
	Benzion hoening insurance Trust & ostular	6	
	Conlingerit:		
В.	Owner (The Owner of this policy is the Insured unless otherwise specified below. Enter name of successor owner in Remarks.)		
	Provide the Applicant's name, address and Taxpayer ID, if different from the Insured and Owner, in Remarks Section.		
	If the Owner is the Trust provide the name of the Trust.		
	Owner's Name: Pon Zion Koenin Fins in Came Trust B 05/1/06. Social Security # or TIN Redac	ted	
		de <u>303</u>	50
	U. S. Citizen? Yes No* If No, Country U.S. Visa type Passport # or U.S. Visa # # of year	s in U.S	The Addresian
	Relationship to Insured Date of Birth		
	Name of Trustee Well's Fary o Bank, N.A. Date of Trust Agreement 5.11.06		
•	If the policy owner is not a U.S. Person (U.S. Citizen or U.S. Corporation, Partnership, or Trust established or organized under the laws of a stathen he, she or it may have to provide additional documentation, including IRS form W-8 BEN.	te of the Uni	ted States
_	GENERAL INFORMATION (Proposed Insured) List details of all answers in the Remarks section.		
A.	Ever had a driver's license suspended or revoked, or within the last 5 years, been convicted of reckless or negligent driving or		
л.	driving under the influence of alcohol or drugs?	☐ Yes	¥Ø No
_	(If "Yes", include dates, types of violations, and reason for suspension or revocation in Remarks.)		-
В.		☐ Yes	² Σ Νο
C.	(If "Yes", complete Foreign Residence and Travel Supplement.) Have you been disabled for 2 or more weeks within the last 2 years?	☐ Yes	y ⊠ No
D.	In the last year flown other than as a passenger or plan to do so?	☐ Yes	χ⊒ Nο
	(If "Yes", complete Aviation Supplement.)		Κ
E.	Engaged within the last year or any plan to engage in motor racing on land or water, underwater diving, skydiving, ballooning,		
	hang gliding, parachuting or flying ultra-light aircraft or other hazardous sports or hobbies?	☐ Yes	⊠ No
F.	(If "Yes", complete Avocation Supplement.) In the last 10 years Ever had an application for life or health insurance that was declined, required an extra premium or other modification?	☐ Yes	√ZÍNo
r.	(If "Yes", state companies and provide full details in Remarks.)	ET 162	JE NO
G.	In the last 10 years, have you been convicted of, or pled "no contest" to a felony?	☐ Yes	⊠'No
	(If "Yes" in "Remarks", state full details of offense and penalty, with dates.)	_	•
H. L	Do you currently use any form of tobacco or nicotine product? Have you ever used any form of tobacco or nicotine product? □ Yes Very No Type Avg. Quantity # packs □ Yes Very No Type Date Ceased		
٠.	That's you been used unly form of tobacco of modelic product.		
3	MEDICAL INFORMATION (Proposed Insured) Please Note: Complete this section even if a paramedical or medical exam is	being ord	ereď.
A.	Height 5 Ft. 6 in.; Weight 166 lbs.		
B.	Personal Physician Name plase See Special Remarks		
C.	Address		_
	Date and Reason for Last Visit in the Last 5 Years no medical changes since Feb exam		_
	What treatment was given or recommended? (If none, so state)		
	s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer,		
••	respiratory or neurological disorder?	☐ Yes	TO No
G.	In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility?	₩ Yes	□ No
	(Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.)	• •	
H.	In the last 10 years:		
	 Used, except as legally prescribed by a physician, tranquilizers, barbiturates or other sedatives; marijuana, cocaine, hallucinogens or other mood altering drugs; heroin, methadone or other narcotics; amphetamines or other stimulants; or any other illegal or controlled substances? 		
	(If "Yes", complete Substance Usage Supplement.)	☐ Yes	1 2 1 No
	2. Received counseling or treatment regarding the use of alcohol or drugs including attendance at meetings or membership in any		Χ
	self-help group or program such as Alcoholics Anonymous or Narcotics Anonymous?		
	(If "Yes", complete Substance Usage Supplement.)	☐ Yes	X No
I.	In the last 10 years, been: Diagnosed with, or treated for, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC) by a member of the		•
	medical profession?	☐ Yes	⊠ No
J.	modeur provodien	1 162	7 110
	Family History Age if Living Cause of Death	Age at De	ath
	Father WW II death Camps	2	
	Mother WW II death can't Sibling	7	

3 a	DETAILS OF ALL "YES" ANSWERS + OR MEDICAL INFORMATION (Attach additions) sheet of paper if necessary; and it must be signed and dated by the Proposed Insured, Owner, and financial professional.)							
	luestion lo		it, and Number of Attacks diagnosis and medication)	Onset Date	Recovery Date	lf disabled, How long?	Doctor, Clinic, or Hospital and Phone Number	l Complete Address,
	10	VIIII TO CYCOMIC			<u> </u>			
		<u> </u>					 	

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EMA Tovic the ere	RKS le details owner is	for any of the qu a Qualified Plan,	estions, and any other addition please indicate the qualified pla	al remarks in and type	(Attach signed profess	additional shi and dated by ional.)	eet of paper if necessary; the Proposed Insured, Or	and it must be wher, and financial
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<u>c</u>	OMPLET	E IF MONEY IS PA	AÍD WITH THE POLICY					
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		id with this Applicat	ned and received a copy of the T	emootary Inc	ιιταπος Δατος	ement and do	they sures to the conditions	of the Temperatu
In	as die Dir Isur anc e /	dersigned read, sig Agreement, includir	ng	culporary are	oranice Agree	ancin, and do	mey agree to the conditions	socule reimporary
(I)		•	f the conditions in that Agreemen	t must be mei	l before any t	emporary insu	rance takes effect, and	
(A)		• • • • • • • • • • • • • • • • • • • •	amount limitations, and			75	s	
-		•	d for insurance is at least 15 days	-		-	1	□ No
(A	IDS) or All	DS-Related Complex	l for thsurance has been diagnosed o (ARC) by a member of the medical p klack within the last year, a premium	profession with	n the last 10 y	ears or		
GRE	EMENT	Each signer of this a	pplication agrees that					
(1)		lements and answer	s in all parts of this application are tr	rue and comple	ete We (the C	ompany checke	d on page 1 of this application	n) may rely on them :
(2)	The Ter	nporary insurance A ary insurance is not p	Igreement states the conditions that provided for a policy or benefit applied	must be met I for under the	before any m terms of a gua	surance lakes e ranteed insurabi	ffect if money is paid before filly option or a conversion priv	the policy is delivered liege
(3)	for it is p (out) kn	paid while the person	porary insurance Agreement, no insu n(s) proposed for insurance is (are) in the statements and answers in all part	ving, (b) before	any Register	ed Date specifie	d in this application, and (c) u	nless to the best of m
(4)	No linar requiren	ncial professional or nents We shall not b	medical examiner has authority to medical examiner has authority to medical examiner unless it	nodily this Agr is stated in App	eement or the dication Part 1	Temporary Ins or Part 2 (Parar	urance Agreement Or to war nedical or Medical exam)	ve any of our rights
(5)	l acknov	vledge receipt of the	Living Benefits Brochure (Accelerate	d Death Benefi	t Rider Brochu	re), where applic	able	

☐ AXA Equitable Life Insurance Company

MONY Life Insurance Company of America

ACKNOWLEDGEMENT OF UNDERWRITING PRACTICES

I (we) acknowledge that I (we) have received a statement of the Underwriting Practices of the Company (ies) which describes from whom and why the Company (ies) obtains information on my (our) insurability, to whom such information may be reported and how I (we) may obtain it. The statement contains the notice required by the Fair Credit Reporting Act.

AUTHORIZATIONS

TO DETAIN HEALTH INFORMATION

I (we) authorize any physician, hospital, clinic, medical practitioner, medical testing laboratory, pharmacy or other health care provider, health plan or insurance company (including our Company, with respect to other coverages), or any prescription drug or pharmacy benefit manager or administrator, and the Medical information Bureau to disclose to the Company, less and its authorized representatives any and all information, whether fact or opinion, they may have about any diagnosis, treatment, prognosis, genetic test records, findings and/or results regarding my (our) past, present or future physical or mental condition.

TO OBTAIN NON-HEALTH INFORMATION

I (we) authorize any employer, business associate, government unit, financial institution, consumer reporting agency, the Medical Information Bureau, my (our) insurance agency and my (our) financial professional to disclose to the Company (les) and its authorized representatives any information they may have about my (our) occupation, avocations, finances, driving record, character and general reputation. I (we) authorize the Company (les) to obtain investigative consumer reports, as appropriate.

PURPOSE OF AUTHORIZATIONS

I (we) understand that the information obtained will be used by the Company (ies) to determine my (our) eligibility for life insurance coverage and such other uses specified in accordance with the Underwriting Practices attached to this application. In addition, information may be disclosed to the Medical Information Bureau (MIB) who, upon request, accordance with the underwriting Produces attached to this application, in accordance with whom you apply for life or health insurance to to whom a claim for benefits may be submitted; when requested by a government agency, in connection with a legal or arbitration proceeding; or for other purposes as required by applicable law. If a policy is issued to me (us), this information may also be used in the future to administer my (our) policy and process claims made under the policy.

I (we) understand that the Company (les) is conditioning the issuance of coverage on the provision of this authorization, and that, while I (we) may refuse to sign this authorization, my (our) refusal to do so could result in coverage not being issued.

ADDITIONAL AUTHORIZATIONS

You have advised me (us) that the Company (ies) may request additional authorizations in order to obtain the information the Company (ies) needs to complete its review of my (our) application and, if the policy is issued, in connection with any claim asserted under the policy, I (we) understand that I (we) am (are) not obligated to provide these additional authorizations but that, if I (we) choose not to provide them, this application and any claim made under the policy, if issued, may be rejected.

DURATION

Unless otherwise revoked, I (we) agree that this authorization will expire on the earlier of the date that the Company (les) declines my application for coverage or, if a policy is issued, 24 months from the date of my (our) application. I (we) understand that I (we) may revoke my (our) authorizations at any time, except to the extent that the Company (les) has taken action in reliance on this authorization, this application and any claim made under the policy, if issued, may be rejected. My (our) revocation must be submitted in writing to: Chief Underwriter of the Company checked above and on the front page of this application, 1290 Avenue of the Americas, New York, New York 10104.

COPY OF AUTHORIZATIONS

I (we) have a right to ask for and receive true copies of this Acknowledgement and Authorization Form and all other authorizations signed by me (us). I (we) agree that reproduced copies will be as valid as the original.

FOR THE APPLICANT'S PROTECTION, THE LAWS OF CERTAIN STATES REQUIRE THIS NOTICE: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HEISHE IS FACILITATING A FRAUD AGAINST AN INSURER; FILES AN APPLICATION OR CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT AS TO ANY MATERIAL FACT MAY BE GUILTY OF INSURANCE FRAUD, WHICH MAY RESULT IN LOSS OF COVERAGE UNDER THIS POLICY AND MAY SUBJECT THE APPLICANTICLAIMANT TO CRIMINAL PROSECUTION.

SOCIAL SECURITY OR TAX LD. NUMBER CERTIFICATION—UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT TO THE NUMBER SHOWING ON THIS FORM IS MY CORRECT TAXPAYER IDENTIFICATION MUMBER, AND (I) I AM NOT SUBJECT TO BACKUP, WITHHOLDING BECAUSE (A) I AM EXEMPT FROM BACKUP WITHHOLDING OR (B) I HAVE NOT BEEN NOTIFIED BY THE INTERNAL REVENUE, SERVICE (IRS) THAT I AM SUBJECT TO BACKUP WITHHOLDING AS A RESULT OF A FAILURE TO REPORT ALL INTEREST OR DIVIDENDS OR (C) THE IRS HAS NOTIFIED ME THAT I AM NO LONGER SUBJECT TO BACKUP WITHHOLDING, AND (III) I AM A U.S. PERSON INSCLUDING A U.S. RESIDENT ACIEN).

CERTIFICATION INSTRUCTIONS: You must cruss out from (II) above if you have been notified by the Internal Revenue Service that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax fourt.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN THE CERTIFICATION PROVIDED TO AVOID #46KIP WITHHOLDING.

REQUIRED TO AVOID BACKUP WITHHOLDING.	
li(we), the undersigned by my (our) signature(s) below understand the Acknowledgement and Authorization. Dated at City	hat I (we) am taro ragged by to all the terms and populations of this application, including, but not limited to, ALL CONTROL States of Proposed Lieu (Not Proposed), or people on granders, and the second of the
State: State	Catalogued matting of Cost table Ages 0-14 (2007) Catalogued (Catalogued Come or Applicant Anti-Proposed Maured
on S 12/02 Financial Professional to complete this section:	((Corporation putations) and joint live of authorized officer) (If trust, signature of trustee.) ELIZASETH T. WAGNER VIOE PRESIDENT
Will any existing insurance be replaced or changed (or has it been) a (if 'yes' give details	
I certify that I have asked and recorded completely and accurately the that has not been recorded herein. Zolf have witnessed the signature required on fully complete.	e answers to all questions on the fully completed application Part 1, and know of nothing affecting the risk d Part 1. ☐ I have not witnessed the signature required on fully completed Part 1. (Explain below)
Signature of Licensed financial Professional/insurance Broker	May W
Print Sconsed Financial Professional's Name Prints	

Application Part 2 To: 🔲	AXA Equi	lable	Life ins	urance (Compa	iny	usa	}-
п	AXA'Life a	ınd 4	Annultv	Compain	pas	sport #	Redac	:ted
				E [] New P	olicy []	Policy Charge	🛭 Reinste	tement
1. a. Proposed Insured Fert Name (Please Print) Rewald	Nisas ha	a	KORN	me b. (දි) ජි. (දි) ඇ	Height: Birth Da Mais	# _ la _ R	s. Weight edacted	d lbs.
2. a. Nerse and address of personal physicis medical facility used instead); (if none,	eo estal DE		bend	Zuck	00	(305) 845		7541
b. Date and redeon last consulted if within th	e last 5 years. 🗀	<u>om</u>	Ago,	routi			CONTRA	LYLOS
e. What treatment was piven or recommends			hone			3,03,	2 wtea	WH B
(For all "Yes" employs to Questions 3-9, oircl 3. Has Proposed instred ever had or been by	ie Henra Braz epph wated for: Y	i4 es Ng		ride us the lys There as eteles		ve? Yens to Questione	2-6 has	1
4. Disosse or disorder of eyes, sers, nose or	throat?		Propos	red insured, w	भंदियो पीक	last 5 years:	•	Yes No
b. Dizziness, fakiling, convulsions, paralys	le or stroke:			practioner?		i or treated by a	my physi-	图 口
psychiatric, psychological or emotional mental or hervous disease or disorder?	distribution;	3 12		y Kness, mju		96fY?		
c. Shortness of breatly blood spitting, brono	nite, estima,		c. Been a	patient in c	or bean	examined or trace	eted at a	
emphysema, tuberculosis and other chron disease or disorder?	ic respiratory	1 12	d Hartair	u, canic, sana ectrocerdiouri	ionum, ci im. X-rad	other medical fil other diagnostic	icility? : mec(2	
d. Chest pain, palphation, high blood pressu		, ,	a. Basa i	sovised to h	IVO Alter	descripatio tare.	Incantal.	
fever, heart mirmur, heart attack or other	N dishese of	أبر	izzeon,	treatment or	surgery 4	river was not co	mpleted?	
disorder of the heart or blood vectois? a. Utcor, hernis, collis, asseting bleeding; ja	indice home	1 0		Proposea era Bincked olgan		hin the best 12 m	Suase:	0 0
ortholds, or other disease or disorder of						tobacco (Give tut	dotalis)	5 5
intestines, liver or galibledder?		ום נ				hin the last live y	8216.	
1. Sugar, albumm, blood or pus in unne, st disease or disorder of lidgey or bladder?	one or buner	1 e		Smoked cigar		lobacco (Give ful	أحال معمام ا	
g. Diabetes; cyst, tunor, or cancer; thyroid	or glandular	ر .	7.1.1.	Josef Brill Gale	Age If	ANDOOD ITEMS IN	(John Carlotte)	Ago at
disorder; siôn disease or disorder?	=		10. Family	History	UMng	Cause of De	ath	Death,
h. Naunko, artikkis, goul, or disease or dis	order of the		Father			Holocard		505
muscles or banes, including the back, or joi 1. Deformity, lameness or emporation?	M67		Mother	10 S		NEDRA/AM		33
J. Allergies; mnemis; other blood or lymph ale	ease or dis-		Brothern/8	POR YER	ANSWET	اعلاد او دهباه S. Indiude: L	Ounding	70.5 -
order?			JIL Diagnos	ic and Tream	nert. III.	Flosults, ty. U	exes end C	AKEROU.
k. Disorder of prostate, reproductive organ mensionation or pregnancy?	ns, ∪нешки, ∐	1 121	facilities /	H additional (emera îr	mitending physi needed, please	netoch a c	i nemaran
4. Is Proposed Insured now under observation	on or taking		shoot, date	to, signed, and	Witness	ed as below)	STANDALL ST	Separate
treatment?			4. AS	a only	(81	ed as below) erwokly k-up; 40	134	.
 Has Proposed Insured, within the last 10 year. Tested positive for exposure to the control of the co		1	Ra Da	tuys	er-	Brook 5		Central
immunodeficiency virus (HIV) or been di	agnoced as	1	Low	tine c	th ac	k-up, 40	ul, As	,
having acquired immune deficiency syndror or AIDS-related Complex (ARC) caused b	ome (AIDS)		. A.	177 F				1
infection or other exclusive (Arro) causes of	lerived from	X	750	TOPUCK	41-	ayr.a	15 p V co	471
such infection?			SA A	l torch	tast	t, €(6 A	Wine &	141-1X)
6. Has Proposed insured, within the last 10 years		- 1	9 O. C	1 15:24	165	112.00		* }
 Used, except as legally prescribed by a phy quitzers; beginners or other escatives; 	mankhina.	ı						}
coodine, hallvolvogens or other mood-alte	riing divine; ·	- 1						}
heroin, methadone or other narcotics; simply		V	·					}
opper appropriate or sub other fleder of con	CANADA GALL	ପ				with intent to in		rd,
b. Flecelyed counseling or treatment regarding	the use of	Λ				tatement of clain e, incomplete, or		. []
alcohol or druga?	<u> </u>	밁				of the third degr		'
7. Has Proposed Insuled's weight changed by			بمحميسا					
The above statements and enswers are to and enswers shall be part of the applica The insurer may rely on them	ition for insumince	D OC 18	quost for pol	loy change or	robistate	ment, as the cas	e may be.	is
Dated at Miami Bec	wed al	610	6 x	Pacajo	- 17	_a.		
sty mano	Ma	Day	¥1 7	KO		of Proposition Insured	00	
Witness (Must be Ex	aminer or Nurse/	Techn	iolari)	I VI OL	Stern (11Oas	_(YY)	
					+			

AXA EQUITABLE

A Stock Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, New York 10104

This is a Flexible Premium Universal Life Insurance Policy. The Insurance Benefit is payable upon the death of the insured person while this policy is in force. You may pay premiums while the insured person is living and is not yet attained age 100. The values provided by this policy are based on declared interest rates. This is a non-participating policy.

No. 04-100

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

AXA EQUITABLE LIFE INSURANCE COMPANY;)	
Plaintiff,)) CIVIL ACTION NO 1:07-cy-0512-MHS	.:
V.)	
WELLS FARGO BANK, N.A., AS TRUSTEE OF THE MALI KOENIG INSURANCE TRUST 05/11/06, AND AS TRUSTEE OF THE BENZION KOENIG INSURANCE TRUST 05/11/06)))))	
Defendant.)	

EXHIBIT 8 to Second Amended Complaint

INSURED PERSON BENZION KOENIG



POLICY OWNER BENZION KOENIG INS TRT 20060511

POLICY NUMBER 156 212 033

UNIVERSAL LIFE **INSURANCE POLICY**

AXA EQUITABLE LIFE INSURANCE COMPANY HOME OFFICE: 1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK

We agree to pay the Insurance Benefit of this policy and to provide its other benefits and rights in accordance with its provisions.

Flexible Premium Universal Life Insurance Policy

This is a flexible premium universal life insurance policy. You can, within limits:

- make premium payments at any time and in any amount:
- · change the Death Benefit Option; and
- reduce the face amount of insurance

These rights and benefits are subject to the terms and conditions of this policy. All requests for policy changes are subject to our approval and may require evidence of insurability.

We put your net premiums into your Policy Account. Your Policy Account will accumulate, after deductions, at rates of interest we determine. Such rates will not be less than 3% per year.

This is a non-participating policy.

Right to Examine Policy. You may examine this policy and if for any reason you are not satisfied with it, you may cancel it by returning this policy with a written request for cancellation to our Administrative Office by the 10th day after you receive it. If you do this, we will refund the premiums that were paid minus any outstanding loan and accrued loan interest.

Read Your Policy Carefully. It is a legal contract between you and AXA Equitable Life Insurance Company.

Pauline Sherman, Senior Vice President, Secretary and Associate General Counsel

Christopher M. Condron Chairman and Chief Executive Officer

Contents

Policy Information 3

Table of Maximum Monthly Charges for Benefits 4

Those Who Benefit from this Policy 5

The Insurance Benefit We Pay 5

Reducing the Face Amount of the Base Policy or Changing the Death Benefit Option 6

The Premiums You Pay 7

Your Policy Account and How it Works 8

The Cash Surrender Value of this Policy 9

How a Loan Can Be Made 10

Our Annual Report to You 11

How Benefits are Paid 11

Other Important Information 11

In this policy:

"We," "our," and "us" mean AXA Equitable Life Insurance Company.

"You" and "your" mean the owner of this policy at the time an owner's right is exercised.

Unless otherwise stated, all references to interest in this policy are effective annual rates of interest.

Administrative Office

The address of our Administrative Office is shown on Page 3. You should send correspondence to that office. Premium payments should be sent to the address listed on your billing notice.

Attained age means age on the birthday nearest to the beginning of the current policy year.

Copies of the application for this policy and any additional benefit riders are attached to the policy.

INTRODUCTION

The premiums you pay, after deductions are made in accordance with the Table of Expense Charges in the Policy Information section, are put into your Policy Account. Amounts in your Policy Account earn interest at rates we declare periodically; these rates will not be less than 3% on an effective annual basis.

If Death Benefit Option A is in effect, the Death Benefit is the base policy face amount. If Death Benefit Option B is in effect, the Death Benefit is the base policy face amount *plus* the amount in your Policy Account. Under either option, the Death Benefit will never be less than a percentage of your Policy Account as stated in the "Death Benefit" provision.

The Insurance Benefit of this policy is payable upon the death of the insured person while the policy is in force.

We make monthly deductions from your Policy Account to cover the cost of the benefits provided by this policy and the cost of any benefits provided by riders to this policy. If you give up this policy for its Net Cash Surrender Value or reduce the base policy face amount, we may deduct a surrender charge from your Policy Account.

This is only a summary of what this policy provides. You should read all of it carefully. Its terms govern your rights and our obligations.

POLICY INFORMATION

INSURED PERSON BENZION KOENIG

POLICY OWNER BENZION KOENIG INS TRT 20060511

FACE AMOUNT

OF BASE POLICY \$10,000,000

DEATH BENEFIT OPTION A (SEE PAGE 6)

POLICY NUMBER 156 212 033

ISSUE AGE 85

SEX MALE

BENEFICIARY BENZION KOENIG INS TRT 05/11/06

REGISTER DATE APR 8, 2006

DATE OF ISSUE FEB 20, 2007

RATING CLASS: STANDARD

NON-TOBACCO USER

A MINIMUM INITIAL PREMIUM PAYMENT OF \$143,597.84 IS DUE ON OR BEFORE DELIVERY OF THE POLICY.

THE PLANNED PERIODIC PREMIUM OF \$1,515,852.00 IS PAYABLE ANNUALLY.

THE ADDITIONAL BENEFIT RIDERS LISTED BELOW, IF ANY, ARE INCLUDED IN THIS POLICY:

THE PLANNED PERIODIC PREMIUMS SHOWN ABOVE MAY NOT BE SUFFICIENT TO CONTINUE THE POLICY AND LIFE INSURANCE COVERAGE IN FORCE. THE PERIOD FOR WHICH THE POLICY AND COVERAGE WILL CONTINUE IN FORCE WILL DEPEND ON: (1) THE AMOUNT, TIMING AND FREQUENCY OF PREMIUM PAYMENTS; (2) CHANGES IN THE FACE AMOUNT AND THE DEATH BENEFIT OPTIONS; (3) CHANGES IN THE INTEREST RATES CREDITED TO THIS POLICY; (4) CHANGES IN THE MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT FOR THIS POLICY AND ANY BENEFITS PROVIDED BY RIDERS TO THIS POLICY; AND (5) LOAN AND PARTIAL NET CASH SURRENDER VALUE WITHDRAWAL ACTIVITY.

OLICY INFORMATION	CONTINUED - POLICY NUMBER	156 212 033
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TABLE OF EXPENSE CHARGES

DEDUCTION FROM PREMIUM PAYMENTS:

PREMIUM CHARGE:

WE DEDUCT AN AMOUNT NOT TO EXCEED 8% FROM EACH PREMIUM PAYMENT. WE RESERVE THE RIGHT TO INCREASE THIS PERCENTAGE LIMIT AS A RESULT OF CHANGES IN THE TAX LAWS WHICH INCREASE OUR EXPENSES.

DEDUCTIONS FROM YOUR POLICY ACCOUNT:

ADMINISTRATIVE CHARGE:

FIRST POLICY YEAR: WE DEDUCT \$20.00 AT THE BEGINNING OF EACH POLICY MONTH.

SECOND AND SUBSEQUENT POLICY YEARS (BUT NOT BEYOND THE POLICY ANNIVERSARY WHEN THE INSURED PERSON IS ATTAINED AGE 100): WE DEDUCT AN AMOUNT NOT TO EXCEED \$10.00 AT THE BEGINNING OF EACH POLICY MONTH.

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POLICY INFORMATION CONTINUED - POLICY NUMBER 156 212 033

TABLE OF SURRENDER CHARGES ———— FOR THE INITIAL BASE POLICY FACE AMOUNT

BEGINNING OF		BEGINNING OF	
POLICY		POLICY	
YEAR	CHARGE	YEAR	CHARGE
01	\$464,484.72	09	\$239,015.94
02	\$440,278.04	10	\$204,424.97
03	\$416,085.35	11	\$169,917.96
04	\$391,883.33	12	\$135,322.32
05	\$367,690.64	13	\$100,815.32
06	\$342,718.89	14	\$66,224.34
07	\$308,118.59	15	\$31,717.34
08	\$273,527.61	16 AND LATER	\$0.00

A SURRENDER CHARGE WILL BE SUBTRACTED FROM YOUR POLICY ACCOUNT IF THIS POLICY IS GIVEN UP FOR ITS NET CASH SURRENDER VALUE WITHIN THE FIRST FIFTEEN POLICY YEARS. THE SURRENDER CHARGE IN THE FIRST POLICY MONTH OF EACH POLICY YEAR IS SHOWN IN THE TABLE ABOVE. DURING THE FIRST FIVE POLICY YEARS THE SURRENDER CHARGE DECLINES UNIFORMLY IN EQUAL MONTHLY AMOUNTS UNTIL IT REACHES \$345,601.86 IN THE TWELFTH MONTH OF POLICY YEAR FIVE. STARTING IN POLICY YEAR SIX, THE SURRENDER CHARGE DECLINES UNIFORMLY IN EQUAL MONTHLY AMOUNTS UNTIL IT REACHES ZERO IN THE TWELFTH MONTH OF POLICY YEAR FIFTEEN.

IF THE BASE POLICY FACE AMOUNT IS REDUCED WITHIN THE FIRST FIFTEEN POLICY YEARS, A PROPORTIONATE SHARE OF THE APPLICABLE SURRENDER CHARGE AT THAT TIME WILL BE DEDUCTED FROM YOUR POLICY ACCOUNT. SEE SURRENDER CHARGES PROVISION FOR A DESCRIPTION OF THE PROPORTIONATE SURRENDER CHARGE.

ADMINISTRATIVE OFFICE:

AXA EQUITABLE LIFE INSURANCE COMPANY

NATIONAL OPERATIONS CENTER 10840 BALLANTYNE COMMONS PARKWAY CHARLOTTE, NC 28277 (800) 777-6510

1 :

TABLE OF MAXIMUM MONTHLY CHARGES FOR BENEFITS _____

BENEFITS

MONTHLY DEDUCTION FROM POLICY ACCOUNT

PERIOD

BASE POLICY LIFE INSURANCE

MAXIMUM MONTHLY COST OF INSURANCE RATE FOR THE BASE POLICY (SEE PAGE 4 - CONTINUED) TIMES THOUSANDS OF NET AMOUNT AT RISK. NO DEDUCTION IS MADE AFTER AGE 100 OF THE INSURED PERSON. 15 YEARS

POLICY INFORMATION CONTINUED - POLICY NUMBER 156 212 033

	TABLE OF MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1,000 OF NET AMOUNT AT RISK FOR THE BASE POLICY
INSURED PERSON'S ATTAINED	
AGE	RATE
85	13.37417
86	14.69833
87	16.08083
88	17.49667
89	18.96583
90	20.51167
91	22.16500
92	23.98667
93	26.06583
94	28.78417
95	32.81750
96	39.64250
97	53.06583
98	83.33250
99	83.33250
100 AND OVER	0.00000

POLICY INFORMATION CONTINUED - POLICY NUMBER 156 212 033

TABLE OF PERCENTAGES

INSURED PERSON'S ATTAINED AGE	PERCENTAGE	INSURED PERSON'S ATTAINED AGE	PERCENTAGE
40 and under	250%	61	128%
41	243	62	126
42	236	63	124
43	229	64	122
44	222	65	120
45	215	66	119
46	209	67	118
47	203	68	117
48	197	69	116
49	191	70	115
50	185	71	113
51	178	72	111
52	171	73	109
53	164	74	107
54	157	75-90	105
55	150	91	104
56	146	92	103
57	142	93	102
58	138	94 and above	101
59	134		
60	130		

Section 7702 of the Internal Revenue Code of 1986, as amended (i.e., the "Code"), gives a definition of life insurance which limits the amounts that may be paid into a life insurance policy relative to the benefits it provides. Even if this policy states otherwise, at no time will the "future benefits" under this policy be less than an amount such that the "premiums paid" do not exceed the Code's "guideline premium limitations." We may adjust the amount of premium paid to meet these limitations. Also, at no time will the "death benefit" under the policy be less than the "applicable percentage" of the "cash surrender value" of the policy. The above terms are as defined in the Code. In addition, we may take certain actions, described here and elsewhere in the policy, to meet the definitions and limitations in the Code, based on our interpretation of the Code. Please see "Policy Changes -Applicable Tax Law" for more information.

Those Who Benefit from this Policy

Owner. The owner of this policy is the insured person unless otherwise stated in the application, or later changed.

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As the owner, you are entitled to exercise all the rights of this policy while the insured person is living. To exercise a right, you do not need the consent of anyone who has only a conditional or future ownership interest in this policy.

Beneficiary. The beneficiary is as stated in the application, unless later changed. The beneficiary is entitled to the Insurance Benefit of this policy. One or more beneficiaries for the Insurance Benefit can be named in the application. If more than one beneficiary is named, they can be classed as primary or contingent. If two or more persons are named in a class, their shares in the benefit can be stated. The stated shares in the Insurance Benefit will be paid to any primary beneficiaries who survive the insured person. If no primary beneficiaries survive, payment will be made to any surviving contingent beneficiaries. Beneficiaries who survive in the same class will share the Insurance Benefit equally, unless you have made another arrangement with us.

If there is no designated beneficiary living at the death of the insured person, we will pay the Insurance Benefit to the insured person's surviving children in equal shares. If none survive, we will pay the insured person's estate.

Changing the Owner or Beneficiary. While the insured person is living, you may change the owner or beneficiary by written notice in a form satisfactory to us. You can get such a form from your financial professional or by writing to us at our Administrative Office. The change will take effect on the date you sign the notice; however, it will not apply to any payment we make or other action we take before we receive the notice.

Assignment. You may assign this policy, if we agree; however, we will not be bound by an assignment unless we have received it in writing at our Administrative Office. Your rights and those of any other person referred to in this policy will be subject to the assignment. We assume no responsibility for the validity of an assignment. An absolute assignment will be considered as a change of ownership to the assignee.

The Insurance Benefit We Pay

We will pay the Insurance Benefit of this policy to the beneficiary upon the death of the insured person when we receive at our Administrative Office (1) proof that the insured person died while this policy was in force; and (2) all other requirements we deem necessary. The Insurance Benefit includes the following amounts, which we will determine as of the date of death of the insured person:

- the Death Benefit described in the "Death Benefit" provision;
- plus any other benefits then due from riders to this policy;
- minus any policy loan and accrued interest, or liens;
- minus any overdue deductions from your Policy Account if the insured person dies during a grace period.

We will add interest to the resulting amount in accordance with applicable law. We will compute the interest at a rate we determine, but not less than the rate required by any applicable law. Payment of the Insurance Benefit may also be affected by other provisions of this policy. See the "Other Important Information" section of this policy, where we specify our right to contest the policy, the suicide exclusion, and what happens if age or sex has been misstated. Additional exclusions or limitations (if any) are listed in the Policy Information section.

04-100-5 Page 5 **Death Benefit.** The Death Benefit of this policy will be determined under either Option A or Option B, whichever you have chosen and is in effect on the date of death of the insured person.

Under Option A, the Death Benefit is the greater of (a) the base policy face amount; or (b) a percentage of the amount in your Policy Account on the date of death of the insured person.

Under Option B, the Death Benefit is the greater of (a) the base policy face amount plus the amount in your Policy Account on the date of death of the insured person; or (b) a percentage of the amount in your Policy Account on the date of death of the insured person.

The percentages referred to above are the percentages from the "Table of Percentages" shown on Page 4-Continued of this policy for the insured person's age (nearest birthday) at the beginning of the policy year of determination.

Coverage After Age 100. If the policy is in force on the policy anniversary when the insured person reaches age 100, it will remain in force subject to the policy loan provision. However, no premium payments, partial withdrawals, changes in face amount or changes in Death Benefit Option will be permitted after age 100 of the insured person; policy loans and loan repayments may continue to be made, subject to our normal rules as stated in other provisions of the policy pertaining to these items. No deductions for cost of insurance or administrative charges will be made after age 100 of the insured person.

Reducing the Face Amount of the Base Policy or Changing the Death Benefit Option

You may reduce the face amount of the base policy or change the death benefit option by written request to us at our Administrative Office, subject to the following conditions:

- 1. After the second policy year while this policy is in force, you may ask us to reduce the base policy face amount but not to less than \$50,000. Any such reduction in the face amount may not be less than \$10,000. If you reduce the base policy face amount before the end of the twentieth policy year, we will deduct a proportionate amount of any applicable surrender charge from your Policy Account.
- 2. After the second policy year while this policy is in force, you can change your death benefit option. Any requested change to death benefit Option B must be made while the insured person is not more than attained age 90. If you ask us to change from Option A to Option B, we will decrease the base policy face amount by the amount in your Policy Account on the date the change takes effect. However, we will decline to make such change if it would reduce the base policy face amount to less than \$50,000. If you ask us to change from Option B to Option A, we will increase the base policy face amount by the amount in your Policy Account on the date the change takes effect. Such decreases and increases in the base policy face amount are made so that the death benefit remains the same on the date the change takes effect.
- 3. The change will take effect at the beginning of the policy month that coincides with or next follows the date we approve your request.
- 4. We reserve the right to decline to make any change that we determine would cause this policy to fail to qualify as life insurance under applicable tax law as interpreted by us.
- 5. You may ask for a change by completing an application for change, which you can get from your financial professional or by writing to us at our Administrative Office. A copy of your application for change will be attached to the new Policy Information section that we will issue when the change is made. The new section and the application for change will become a part of this policy. We may require you to return this policy to our Administrative Office to make a policy change.

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The Premiums You Pay

The minimum initial premium payment shown in the Policy Information section is due on or before delivery of this policy. No insurance will take effect before a premium at least equal to the minimum initial premium is paid. Other premiums may be paid at our Administrative Office at any time prior to attained age 100 of the insured person while this policy is in force. We will furnish you with a premium receipt, signed by one of our officers, upon request.

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We will send premium notices to you for the planned periodic premium shown in the Policy Information section. You may skip planned periodic premium payments. However, this may adversely affect the duration of the Death Benefit and your policy's values. We will assume that any payment you make to us is a premium payment, unless you tell us in writing that it is a loan repayment.

If you stop paying premiums, insurance coverage will continue for as long as the Net Policy Account Value is sufficient to cover the monthly deductions described in the "Monthly Deductions" provision, with a further extension of coverage as described in the "Grace Period" provision.

Limits. Each premium payment after the initial one must be at least \$100. We may increase this minimum limit 90 days after we send you written notice of such increase. We reserve the right to limit the amount of any premium payments you may make if they would immediately result in more than a dollar for dollar increase in the Death Benefit (which would happen if the Death Benefit is determined as a percentage of the Policy Account, as described in the "Death Benefit" provision), unless you provide satisfactory evidence of insurability of the insured person.

We also reserve the right not to accept premium payments or to return excess amounts that we determine would cause this policy to fail to qualify as life insurance under applicable tax law as interpreted by us.

Grace Period. At the beginning of each policy month, we compare the Net Policy Account Value (this is equal to the amount in your Policy Account minus any policy loan and accrued loan interest) to the total monthly deductions described in the "Monthly Deductions" provision. If the Net Policy Account Value is sufficient to cover the total monthly deductions, this policy is not in default.

If the Net Policy Account Value at the beginning of any policy month is not sufficient to cover the total monthly deductions, the policy is in default as of the first day of such policy month.

If the policy is in default, we will send you and any assignee on our records at last known addresses written notice stating that a grace period of 61 days has begun starting with the date the notice is mailed. The notice will also state the amount of payment that is due.

The payment required will not be more than an amount sufficient to increase the Net Policy Account Value to cover all monthly deductions for 3 months, calculated assuming no interest was credited to the Policy Account and no policy changes were made.

If we do not receive such amount at our Administrative Office before the end of the grace period, we will then (1) withdraw and retain any amount in your Policy Account; and (2) send a written notice to you and any assignee on our records at last known addresses stating that this policy has ended without value.

If we receive the requested amount before the end of the grace period, but the Net Policy Account Value is still insufficient to cover total monthly deductions, we will send a written notice that a new 61 day grace period has begun and request an additional payment.

If the insured person dies during a grace period, we will pay the Insurance Benefit as described on Page 5.

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Restoring Your Policy Benefits. If this policy has ended without value and was not given up for its Net Cash Surrender Value, you may restore policy benefits while the insured person is alive. In order to restore benefits, you must:

- Ask for restoration of policy benefits within 5 years from the end of the grace period; and
- 2. Provide evidence of insurability satisfactory to us; and
- Make a required payment. The required payment will not be more than an amount sufficient to cover (i) total monthly deductions for 3 months, calculated from the effective date of restoration; and (ii) the premium charge. We will determine the amount of this required payment as if no interest was credited to your Policy Account.

We must receive the required payment while the insured person is alive. We will deduct the premium charge from the required payment. The policy account on the date of restoration will be equal to the balance of the required payment.

The effective date of the restoration of policy benefits will be the beginning of the policy month which coincides with or next follows the date we approve your request. We will start to make monthly charges again as of the effective date of restoration. The schedule of surrender charges that was applicable on the date of default will also be applicable to the restored policy.

We reserve the right to decline to restore this policy if in our opinion it would cause this policy to fail to qualify as life insurance under applicable tax law.

Your Policy Account and How it Works

Premium Payments. When we receive your premium payments, we subtract the premium charge shown in the table in the "Policy Information" section and any overdue monthly deductions. We put the balance (the net premium) into your Policy Account as of the date we receive the premium payment at our Administrative Office and before any deductions from your Policy Account due on that date are made. However, we will put the initial net premium payment into your Policy Account as of the Register Date if it is later than the date of receipt. No premiums will be applied to your Policy Account until the minimum initial premium payment, as shown in the "Policy Information" section, is received at our Administrative Office.

We credit interest to your Policy Account at effective annual rates we determine periodically. We make deductions from your Policy Account as described in the "Monthly Deductions" provision. We also subtract from your Policy Account any partial Net Cash Surrender Value withdrawals you ask for; more details are given in the Cash Surrender Value section of this policy.

Monthly Deductions. At the beginning of each policy month we make a deduction from your Policy Account to cover the charges described below. If you do not submit the full minimum initial premium with your application, and the minimum initial premium is paid upon delivery, your monthly charges commence as of the Register Date. Such deduction for any policy month is the sum of the following amounts determined as of the beginning of that month:

- the monthly administrative charge;
- the monthly cost of insurance for the insured person; and
- the monthly cost of any benefits provided by riders to this policy.

The monthly cost of insurance is the sum of (a) our current monthly cost of insurance rate times the net amount at risk at the beginning of the policy month divided by \$1,000; plus (b) any flat extra charge shown in the "Policy Information" section. The net amount at risk at any time is the Death Benefit (calculated as of that time) minus the amount in your Policy Account at that time.

04-100-7 Page 8 We will determine cost of insurance rates from time to time. Any change in the cost of insurance rates we use will be as described in the "Changes in Policy Cost Factors" provision. They will never be more than those shown in the Table of Maximum Monthly Cost of Insurance Rates Per \$1000 of Net Amount at Risk for the Base Policy on Page 4-Continued.

No monthly deductions are made after age 100 of the insured person.

Other Deductions. We also make the following other deductions from your Policy Account as they occur:

• We deduct a surrender charge if, before the end of the fifteenth policy year, you give up this policy for its Net Cash Surrender Value or you reduce the base policy face amount.

How We Add Interest. We will credit the amount in your Policy Account with interest at rates we determine. We will determine such interest rates periodically in advance for unloaned and loaned amounts. The rates may be different for unloaned and loaned amounts. Any change in the interest rates we determine will be as described in the "Changes in Policy Cost Factors" provision. Such interest rates will not be less than 3% per year. Interest accrues and is credited on unloaned amounts in your Policy Account daily. However, we will credit interest on the initial net premium from the Register Date if it is later than the date of receipt provided the initial premium is at least equal to the minimum initial premium shown on Page 3 of the policy.

We credit interest on the loaned portion of your Policy Account daily. The interest rate we credit to the loaned portion of your Policy Account will be at an annual rate up to 2% less than the loan interest rate we charge. However, we reserve the right to credit a lower rate than this if in the future tax laws change such that our taxes on policy loans or policy loan interest are increased. In no event will we credit less than 3% per year.

On each policy anniversary and at any time you repay all of a policy loan, we will transfer the interest that has been credited to the loaned portion of your Policy Account to the unloaned portion of your Policy Account.

The Cash Surrender Value of this Policy

Cash Surrender Value. The Cash Surrender Value on any date is equal to the amount in your Policy Account on that date minus any applicable surrender charge.

Net Cash Surrender Value. The Net Cash Surrender Value is equal to the Cash Surrender Value minus any policy loan and accrued loan interest. You may give up this policy for its Net Cash Surrender Value at any time while the insured person is living. You may do this by sending us a written request for it and this policy to our Administrative Office. Your written request for cancellation or surrender must include the following:

- 1. A statement that makes it clear that you intend to surrender the contract;
- 2. The policy number of the policy to be surrendered;
- 3. The name of the insured person and your name (if other than the insured person) and address where proceeds should be mailed;
- 4. Your signature and, if required by the policy or by a legally binding document of which we have an actual notice, the signature of a collateral assignee or other person having an interest in the policy through the legally binding document.

If this policy has a Cash Surrender Value and is being given up for its Net Cash Surrender Value, a completed withholding authorization must also be included with your written request. If this form is not provided to us with your written request for surrender, we will withhold income tax on the taxable portion of your distribution at the mandated federal and state tax rates. We will compute the Net Cash Surrender Value as of the date we receive your request for it and this policy at our Administrative Office. If the policy has been lost, stolen or destroyed, you must include a statement in the written request that the policy was lost, stolen or destroyed with an approximate date of when the policy was lost, stolen or destroyed. All insurance coverage under this policy ends on the date we receive your written request.

Surrender Charges. If you give up this policy for its Net Cash Surrender Value before the end of the fifteenth policy year, we will subtract a surrender charge from your Policy Account. A table of surrender charges for the initial base policy face amount is in the "Policy Information" section.

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If the base policy face amount is reduced before the end of the fifteenth policy year, we will also deduct a proportionate amount of any applicable surrender charge from your Policy Account. We will send you a new Policy Information section in the event of a reduction in the base policy face amount. It will become a part of this policy. We may require you to return this policy to our Administrative Office to make a change.

We have filed a detailed statement of the method of computing surrender charges with the insurance supervisory official of the jurisdiction in which this policy is delivered.

Partial Net Cash Surrender Value Withdrawal. After the first policy year, and while the insured person is living, you may ask for a partial Net Cash Surrender Value withdrawal by written request to our Administrative Office. Your request will be subject to our approval based on our rules in effect when we receive your request, and to the minimum withdrawal amount of \$500.00. We have the right to decline a request for a partial Net Cash Surrender Value withdrawal if this would cause the policy to fail to qualify as life insurance under applicable tax law, as interpreted by us. We will decline a request for a partial Net Cash Surrender Value withdrawal if this would cause a decrease in the base policy face amount to less than \$50,000. A partial withdrawal will result in a reduction in the Cash Surrender Value and in your Policy Account equal to the amount withdrawn as well as a reduction in your Death Benefit. If the Death Benefit is Option A, the withdrawal may also result in a decrease in the face amount; there will be no proportionate surrender charge due to such a decrease.

Such withdrawal and resulting reduction in the Death Benefit, in the Cash Surrender Value and in your Policy Account will take effect on the date we receive your written request at our Administrative Office. We will send you a new Policy Information section if a withdrawal results in a reduction in the face amount. It will become a part of this policy. We may require you to return this policy to our Administrative Office to make a change.

How a Loan Can Be Made

Policy Loans. You can take a loan on this policy while it has a loan value. This policy will be the only security for the loan. The initial loan and each additional loan must be for at least \$500.00. Any amount on loan is part of your Policy Account. We refer to this as the loaned portion of your Policy Account.

Carry Over Loans. If this policy was issued based, in whole or part, upon an exchange of another life insurance policy, any transferred existing loan from the exchanged policy as approved by us will be put into the loaned portion of your Policy Account. If a refund is made under the "Right to Examine Policy" provision, we will subtract any policy loan and accrued loan interest from that refund.

Loan Value. The loan value on any date is the Cash Surrender Value on that date discounted at the loan interest rate we charge to the next policy anniversary. The amount of any new loan you take may not be more than the loan value, less any existing loan and accrued loan interest. If you request an increase to an existing loan, the additional amount requested will be added to the amount of the existing loan and accrued loan interest.

Loan Interest. Interest on a loan accrues daily at an adjustable loan interest rate. We will determine the rate at the beginning of each policy year, subject to the following paragraphs. It will apply to any new or outstanding loan under the policy during the policy year next following the date of determination.

The maximum loan interest rate for a policy year shall be the greater of (1) the "Published Monthly Average," as defined below, for the calendar month that ends two months before the date of determination or (2) 4%. "Published Monthly Average" means the Moody's Corporate Bond Yield Average - Monthly Average Corporates published by Moody's Investors Service, Inc., or any successor thereto. If such averages are no longer published, we will use such other averages as may be established by regulation by the insurance supervisory official of the jurisdiction in which this policy is delivered. We reserve the right to establish a rate lower than the maximum.

No change in the rate shall be less than $\frac{1}{2}$ of 1% per year. We may increase the rate whenever the maximum rate as determined by clause (1) of the preceding paragraph exceeds the rate being charged by $\frac{1}{2}$ of 1% or more. We will reduce the rate to or below the maximum rate as determined by clause (1) of the preceding paragraph if such maximum is lower than the rate being charged by $\frac{1}{2}$ of 1% or more.

We will notify you of the initial loan interest rate when you take out a loan. We will also give you advance written notice of any increase in the interest rate of any outstanding loan.

Loan interest is due on each policy anniversary. If the interest is not paid when due, it will be added to your outstanding loan and bear interest at the loan rate then in effect.

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Loan Repayment. You may repay all or part of a policy loan at any time while the insured person is alive and this policy is in force.

Failure to repay a policy loan or to pay loan interest will not terminate this policy unless at the beginning of a policy month the Net Policy Account Value is less than the total monthly deduction then due. In that case, the "Grace Period" provision will apply.

A policy loan will have a permanent effect on your benefits under this policy even if it is repaid.

Our Annual Report to You

For each policy year we will send you without charge a report for this policy that shows the current Death Benefit, the value of your Policy Account, the Cash Surrender Value and any policy loan with the current loan interest rate. It will also show the premiums paid and any other information as may be required by the insurance supervisory official of the jurisdiction in which this policy is delivered.

How Benefits Are Paid

The Insurance Benefit or your Net Cash Surrender Value withdrawals are paid immediately in one sum. Amounts paid will not be subject to the claims of creditors or to legal process, to the extent permitted by law.

Other Important Information

Your Contract with Us. This policy is issued in consideration of payment of a premium at least equal to the minimum initial premium payment shown in the "Policy Information" section. This policy, any riders or endorsements, and the attached copy of the initial application and all subsequent applications to change this policy, and all additional Policy Information sections added to this policy, make up the entire contract. The rights conferred by this policy are in addition to those provided by applicable Federal and State laws and regulations.

Only our Chairman of the Board, our President or one of our Vice Presidents can modify this contract or waive any of our rights or requirements under it. The person making these changes must put them in writing and sign them.

Policy Changes — Applicable Tax Law. For you and the beneficiary to receive the tax treatment accorded to life insurance under Federal law, this policy must qualify initially and continue to qualify as life insurance under the Code or successor law. Therefore, we have reserved earlier in this policy the right to decline to accept premium payments, to decline to change Death Benefit Options, to decline to change the face amount, or to decline to make partial withdrawals that, in our opinion, would cause this policy to fail to qualify as life insurance under applicable tax law. Further, we reserve the right to make changes in this policy or its riders (for example, in the percentages in the "Death Benefit" provision) or to require additional premium payments, or to make distributions from this policy or to change the face amount to the extent we deem it necessary to continue to qualify this policy as life insurance. Any such changes will apply uniformly to all policies that are affected. You will be given advance written notice of such changes.

Changes in Policy Cost Factors. Changes in policy cost factors (interest rates we credit, cost of insurance deductions and expense charges) will be on a basis that is equitable to all policyholders of a given class, and will be determined based on reasonable assumptions as to expenses, mortality, policy and contract claims, taxes, investment income, and lapses. Any change in policy cost factors will never result in an interest crediting rate that is lower than that guaranteed in the policy, or policy charges that exceed the maximum policy charges guaranteed in the policy. Any change in policy cost factors will be determined in accordance with procedures and standards on file, if required, with the insurance supervisory official of the jurisdiction in which this policy is delivered.

When the Policy is Incontestable. We have the right to contest the validity of this policy based on material misstatements made in the initial application for this policy. However, we will not contest the validity of this policy after it has been in effect during the lifetime of the insured person for two years from the earlier of the Register Date or date of issue shown in the Policy Information section.

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We also have the right to contest the validity of any policy change or restoration based on material misstatements made in any application for that change or restoration. We will not contest any policy change that requires evidence of insurability, or any restoration of this policy, after the change or restoration has been in effect for two years during the lifetime of the insured person.

No statement shall be used to contest a claim unless contained in an application.

All statements made in an application are representations and not warranties.

See any additional benefit riders for modifications of this provision that apply to them.

What if Age or Sex has Been Misstated? If the insured person's age or sex has been misstated on any application, the Death Benefit and any benefits provided by riders to this policy shall be those which would be purchased by the most recent deduction for the cost of insurance, and the cost of any benefits provided by riders, at the correct age and sex.

How the Suicide Exclusion Affects Benefits. If the insured person commits suicide (while sane or insane) within two years after the earlier of the Register Date or the date of issue shown in the Policy Information section, our liability will be limited to the payment of a single sum. This sum will be equal to the premiums paid, minus any loan and accrued loan interest and minus any partial withdrawal of the Net Cash Surrender Value. If the insured person commits suicide (while sane or insane) within two years after the effective date of a change that you asked for that increases the Death Benefit, then our liability as to the increase in amount will be limited to the payment of a single sum equal to the monthly cost of insurance deductions made for such increase.

How We Measure Policy Periods and Anniversaries. We measure policy years, policy months, and policy anniversaries from the Register Date shown in the Policy Information section. Each policy month begins on the same day in each calendar month as the day of the month in the Register Date.

When We May Defer Payment. We may defer payment of any Net Cash Surrender Value withdrawal or loan amount (except when used to pay premiums to us) for up to six months after we receive a request for it. We will allow interest, at a rate of at least 3% per year, on any Net Cash Surrender Value payment that we defer for 30 days or more.

The Basis We Use for Computation. We provide Cash Surrender Values that are at least equal to those required by law. If required to do so, we have filed with the insurance supervisory official of the jurisdiction in which this policy is delivered a detailed statement of our method of computing such values. We compute reserves under this policy by the Commissioners' Reserve Valuation Method.

We use the 1980 Commissioners' Standard Ordinary Male or Female Mortality Tables at attained ages 0-17, and the 1980 Commissioners' Standard Ordinary Male or Female, Smoker or Non-Smoker Mortality Tables at attained ages 18 and over, as the basis for determining maximum insurance costs and minimum cash surrender values. We take account of the sex, attained age, and class of risk of the insured person. For attained ages 18 and over, we also take account of the tobacco user status of the insured person. We use a minimum effective annual interest rate of 3%.

For policies issued at attained ages 0-17, an insured person's cost of insurance rate is not based on that person's status as a tobacco user or non-tobacco user. Effective with the policy anniversary when that insured person reaches attained age 18, non-tobacco user cost of insurance rates will be charged for that person. For policies issued at attained ages 18 or over, an insured person's cost of insurance rate takes account of that person's status as a tobacco user or non-tobacco user.

Change from Tobacco User Rates to Non-Tobacco User Rates. Any insured person attained age 18 or over being charged tobacco user rates may be eligible for non-tobacco user rates. The change, if approved, may result in lower future cost of insurance rates beginning on the effective date of change to non-tobacco user rates.

Upon request made to our Administrative Office, we will provide forms and instructions as to how you may apply for non-tobacco user rates. The change will be based upon our general underwriting rules in effect at the time of application, and may include criteria other than tobacco use status as well as a definition of tobacco use different from that applicable at the time this policy was issued.

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The change to non-tobacco user rates, if approved, will take effect at the beginning of the policy month that coincides with or next follows the date we approve your request. A copy of your application for the change will be attached to the new Policy Information section that we will issue when the change is made. The new section and the application for change will become part of this policy. We may require you to return this policy to our Administrative Office to make the change. This change may have adverse tax consequences.

The change to non-tobacco rates will be contestable; however, we will not contest the change after it has been in effect for two years during the lifetime of the insured person. In the event of a successful contest, the Death Benefit and any benefits provided by riders to this policy shall be those which would be purchased by the most recent deduction for the cost of insurance, and the cost of any benefits provided by riders, at tobacco user rates.

Policy Illustrations. Upon request we will give you an illustration of the potential future benefits under this policy, based upon both guaranteed and current cost factor assumptions.

Policy Changes. You may add additional benefit riders or make other changes, subject to our rules at the time of change.

Conversion Privilege. You may, with the written consent of the insured person, request that we convert this policy to a variable life insurance policy we are then offering. You may request this at any time after the first policy year but not later than the fifth policy year after the register date of this policy. The new policy will be subject to its own issue age and face amount limits. If the insured person is less than attained age 65 at the time of the request, we will not require any evidence of insurability except as specifically noted below. If the insured person is attained age 65 or over at the time of the request, we will require evidence of insurability satisfactory to us. In all cases, this request is also subject to all of the following conditions:

- 1. This policy must be in force on the date of conversion. The insured person may not then be disabled under the terms of any disability waiver rider in effect under this policy.
- 2. The new policy will have a face amount of insurance equal to the face amount of insurance under this policy on the date of conversion. In order for the new policy to qualify as life insurance under the Internal Revenue Code or successor legislation, as interpreted by us, it may be necessary to increase the face amount of the new policy. If so, any increase in the face amount of the new policy to assure that the new policy meets the definition of life insurance will be subject to evidence of insurability satisfactory to us.
- 3. The register date and issue date of the new policy will be the same as the date of conversion. Premiums and charges for the new policy will be based on the company's rates in effect for the new policy for the then current issue age of the insured person and the same class of risk or the closest comparable class as under this policy. You may request a more favorable risk classification for the insured person; however, this will be subject to evidence of insurability satisfactory to us.
- 4. Any additional benefit riders in effect under this policy will be included with the new policy only if they are then available with the new policy as of its issue date. You may request to add new additional benefit riders to the new policy; however, this will be subject to evidence of insurability satisfactory to us.
- 5. Any policy loan and accrued loan interest under this policy must be repaid prior to conversion.

The suicide exclusion and contestable periods of the new policy will be determined from the date of issue of this policy rather than the date of issue of the new policy, except to the extent evidence of insurability was required as noted in the first paragraph of this provision and in items 2, 3, and 4.

04-100-13 Page 13 .

We will waive the surrender charge applicable to this policy on the date of conversion up to, but not to exceed, the amount of the first year surrender charge for the new policy. We will retain the excess, if any, over this amount and deduct it from this policy's Policy Account on the date of conversion. We will transfer the balance of your Policy Account Value to the new policy. Your Policy Account Value for the new policy will be allocated to the investment options under the new policy as directed by you on the application completed for the conversion, and in accordance with the terms of the new policy. The initial premium and deduction allocation percentages that you specify on the application will continue to apply unless later changed by you. Monthly deductions for the new policy, including any additional benefit riders, will start on the register date of the new policy. The new policy will be subject to all charges according to its terms. Coverage under this policy will terminate on the conversion date.

You may examine the new policy and cancel it if you are not satisfied with it; you will have as many days after the conversion date to do this as you had to cancel this policy after it was delivered to you originally. You must send a written request for cancellation within this time period to our Administrative Office. If you do this, we will (1) reinstate this policy and the same additional benefit riders, if any, that you had originally and (2) refund any premium payments made under the new policy.

04-100-13 Page 14

THIS ENDORSEMENT IS PART OF THIS POLICY.

NOTICE

THE LAWS OF THE STATE OF GEORGIA PROHIBIT INSURERS FROM UNFAIRLY DISCRIMINATING AGAINST ANY PERSON BASED UPON HIS OR HER STATUS AS A VICTIM OF FAMILY VIOLENCE.

 AXA Equitable Life Insurance Company 1290 Avenue of the Americas New York, NY 10104 □ MONY Life Insurance Company of America 1290 Avenue of the Americas New York, NY 10104 Application For Life Insurance Part I Form No LIFEAPP GA/OR (2005)

) P	ROPOSED INSURED (Print Name as it is to appear on the policy) Please print in mk
A. C	Proposed insured Full Name First Ren Zion MI Last Koenig B Gender to Male □ Femal Home Address Redacted Redacted
	Coty/Municipality Blockly County/Parish State No. 2 p + 4 Code Redacted Home Phone No Redacted Best time to Call Poland Best phone no to be contacted
	en an
Ε	Date of Birth F. Place of Birth (State/County)
G.	Mantal Status □ Single 19 Manned □ Widowed □ Drivorced □ Separated H Soc Sec No _ Reducted
ŧ.	Driver's Lic No State
J.	U S Citizen? X Yes I No II No Country US Visa type Passport # or US Visa # # of years in US
K.	Currently employed?
L	Current Occupation(s) (1) Title N/A ReTice (2) Duties N/A (3) How Long? (3) How Long?
M	Employer Name
N.	Employer Address Cdy State Σφ + 4 Code
٥.	Annual Earned Income (Income from occupation) \$ \(\begin{align*} \lambda \frac{1}{2} \end{align*} \rm \text{Q} \\ Proposed Insured and/or policy owner is not a U.S. Person (U.S. Citizen or U.S. Corporation, Partnership, or Trust established or organized under the laws of a state of the United States) then he, she or it may have to provide additional documentation, including IRS form W-8 BEN
9 c	Plan of insurance 9 10, 000, 000
	Plan of insurance Athera Tul Amount of insurance \$ 0.000, 000 (if survivorship policy, complete an application for each Proposed Insured If VUI, must also complete VUI. Supplement Supplement Supplement) To select dividend options on EWL or Riders on all Non VUI. Plans complete Optional Benefits Supplement) Complete for UL or VUI, only (1) Death Benefit Option A City Option A City Option B
D.	(2) Planned Penodic Premium \$ 1,815,85 a
C.	Definition of Life Insurance Test Complete for AUL II, IL, IL COLI '04 XTGuideline Premium Test
	Premium Mode 12 Annual
	System-Matic (Complete S-M form and check applicable box) ☐ Quarterly (only available for UL and VUL) ☐ Monthly
	Salary Alforment (1) Unit Name (2) Unit/Sub Unit. No (3) Unit Register Date (5) Eachy Alforter name it other than insured, in Remarks) Date Policy to save Insured Age? Res
	 Do you, the owner, intend to use or wansfer the pokcy for any type of pre-death financial settlement, such as viatical settlement, servor settlement, of lor any other secondary market? Have you, the owner, or any Proposed Insured of other than the owner, in the past 5 years sold a policy to a life settlement, viatical, or other secondary market provider? Have you, the owner, or any Proposed Insured of other than the owner, in the past 5 years sold a policy to a life settlement, viatical, or other secondary market provider?
H.	Any other life insurance now in effect or application now pending? Yes No (Give companies amounts and policy numbers in Remarks.)
i	Will the coverage applied for replace or change any life insurance or annuities? ☐ Yes ※ No Is this a 1035 Exchange? ☐ Yes No Is this a 1035
	Amount \$CompanyIssue YearPolicy Number □ Life □ Group □ Annuity
	Amount \$ Company Issue Year Policy Number □ Life □ Group □ Annuity
	Is this a Term Policy/Rider Conversion or Purchase Option?
	b) Are any other children in the family insured for a lesser amount?

CAT# 133942

E6173_1 1

• #

9	BENEFICIARY/OWNER Beneficiary (Total designation m	er ha 1009. Hea D	omarke section for additi	onal Ronoliciary informs	tion)		····
A	Beneficiary Full Name Primary 19211100 Youring		. 0	elationship to insured		ercentage	
	Conlungeril						
В	Owner (The Owner of this polic)						
1	Provide the Applicant's name, add		of different from the insure	d and Owner, in Remarks	Section		
1	If the Owner is the Trust provide th	e name of the Trust	<u> </u>		_		
1	Owner's Name Benzion	Koeniu Irsu	ramco rust A	05/11/06 Socia	Security # or TIN Red	dacted	
	Address Street 100 Aby 11 (Briting notices will be sent to the Owner at the	Sec. 10 2		ily Atlanty	State_GqZ	ıp Code <u>303</u>	50
	U S Ciuzen? D Yes D No I No	, Country	US Visa type	Passport # or U S Vi	sa # # of	years in U S	
	Relationship to Insured			Date of Both			
1	Name of Trustee(Ne) 5 Fur	YU BANK,	N.H	Date of Trust Agr	eement 5/1.06		· .
•	If the policy owner is not a U.S. Per then he, she or it may have to provi	isan (U.S. Cruzen or U ide additional docume	i S. Corporation, Partnersh ntation, including IRS form	IP, OF I FUSI ESTADISHED OF W 8 BEN	organized under the laws of	a state of the Uni	ked States
<u>O</u>	GENERAL INFORMATION (Proj List details of all ariswers in the Re						
A	Ever had a driver's license susperx		un lhe last 5 years, been c	onvicted of reckless or neo	digent daving or		
"	downs under the influence of alcoh	ol or druas?			, 	☐ Yes	y⊈/No
В	(If "Yes", include dates, types of vio Any plans to travel or reside outside	(ations, and reason to the United States?	r suspension or revocation	in Remarks)		☐ Yes	ogŽiNo
10	(if "Yes", complete Foreign Resider	ice and Travel Supple	ment)			LJ 163	967 110
C.	Have you been disabled for 2 or mo	ore weeks within the la	ist 2 years?			☐ Yes	₹Ó No
D	In the last year flown other than as	a passenger or plan to	do 50?			☐ Yes	A No
1_	(If "Yes", complete Aviation Supplet		les recien en land es unites	sundamentar danna irkiidu	ma ballanawa		- 1
E.	Engaged within the last year or any hang gliding, parachuling or flying u	pian to engage or mo itra-light arcraft or oth	ior racing orriano or water, ier bazardous sports or ho	, unuca water urrrig, sicyum bhies?	asy, vanoonary,	☐ Yes	₽ No
	(II "Yes", complete Avocation Suppl	ement)					Α
F.	In the last 10 years Ever had an ap-	plication for life or heal	lth insurance that was dec	lmed, required an extra pro	emium or other modification?	☐ Yes	¥Q No
١.	(If "Yes", state companies and provi	de full details in Rema	xks)			CIV.	CT No.
G	In the last 10 years, have you been (If "Yes" in "Remarks", state full del					☐ Yes	₽ No
H.	Do you currently use any form of to	bacco or nicotine prod	uct? Di Yes 1054	lo Type	Avg Quantity # packs_	Frequer	жү
ī.	Have you ever used any form of tob			to Type			
į A	MEDICAL INFORMATION (Prop	osed Insured) Plea	se Note: Complete the	s section even if a par	amedical or medical exa	m is beinn nmi	lered
*					-111001007 07 111001001 0700		
I &	Height 5 Ft 6 in , Weight Personal Physician Name 400	t Ko O_bs	Slecial	Parane 8			
	Address	c 		*******			
D	Date and Reason for Last Visit in the		no medico	sociation of	Simu FeB	medical s	ek~
	What treatment was given or recomm	nended? (If none, so :	state)				
Ha	i Proposed Insured:	s knoted for head know	bla etraka bush blandara	teura chaet nam diahotor	tumnr canons		
{ r.	In the last 10 years, ever had or beer respiratory or neurological disorder?	I weaten for the art wou	the, Stroke, myst thood pre	sourc, chest past, manete:	, lunios, caricel,	☐ Yes	A No
G.	in the last 5 years, consuited a physi	cian, or been examine	d or treated at a hospital o	r other medical facility?		√Z Yes	3 No
	(Also include medical checkups in the	last 2 years Do not	include colds, minor injune	s or normal pregnancy)		^	
Н	In the last 10 years						
1	 Used, except as legally prescrit mood altering drugs, heroin, mi 						
	(If "Yes", complete Substance U		oucs, anipriesanimes or or	inci Suituldins, of dily our	r meyaror cornrolled substar	ices /	X No
1	2 Received counseling or treatme		of alcohol or drugs anciudin	g atlendance at meetings (or membership in any	LI 1C3	~
1	self-help group or program such						
1	(If "Yes", complete Substance U		·			☐ Yes	√ZÍNo
1.	In the last 10 years, been		Daniel Carrent	- AIDC Dalas 4.Comet - 4	40014		• •
	Diagnosed with, or treated for, A	cquired immune Defic	ciency Synarome (AIDS) o	r AIDS Related Complex (ARU) by a member of the	PT U.	rd sta
J	medical profession?					C3 Yes	KNO
	Family History	Age of Living	Cause of Death			Age at De	eath
	Father	Www		of Camps			
	Mother		WW II de	Hr Camps			
	Sibling		W	· · · · · · · · · · · · · · · · · · ·			

***** \$\$

Question	lliness, Treatment, and Number of Attacks (include specific diagnosis and medication)	Onset Vale	Recovery Date	If disabled, How long?	Doctor, Clinic, or Hospital Complete Address and Phone Number				
No	(include special diagnosis and medication)	Date	Dett	170W rong					
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			 	}					
			}						
		- 							
			1	1					
ARKS ide detail: owner is	s for any of the questions, and any other additio a Qualified Plan, please indicate the qualified pl	nal remarks. Ian and type	(Attach signed profess	additional sh and dated by ional)	eet of paper if necessary; and it must be the Proposed Insured, Owner, and financ				
DL.	Albea Zucker	845	_78	2-60	92 , .				
305	Route 208	T.	rase	300	con Tacl				
	nroe Ny 10950		7156	2034					
·		U	Parte	d 17-	edical Ale				
DC.	Kauser		7						
165	Ocean PKWY								
3600	Klyn Ny 1/218								
1212									
COMPLET	E IF MONEY IS PAID WITH THE POLICY:								
	nd with this Application \$6	·			at				
Has the ur Insurance	dersigned read, signed and received a copy of the Agreement, including	temporary ins	urance Agre	ement, and do	they agree to the conditions of the Tempora				
	quirement that all of the conditions in that Agreeme	nt must be me	t before any t	temporary insu	rance takes effect, and				
(ii) the \$1	1,000,000 insurance amount fundations, and								
(in) that t	ne Person Proposed for Insurance is at least 15 day	rs of age and n	ol older than	75 years of ag	je? gorYes □ No				
	any Person Proposed for Insurance has been diagnosed				ndrome				
(AIDS) or A' had cancer.	IDS-Related Complex (ARC) by a member of the medical a stroke, or a heart atlack within the last year, a premium	i protession with n may not be bar	on the last 10 y Id before the p	rears or rolicy is delivered	1				
			,	, , , , , , , , , , , , , , , , , , , ,					
EEMENT.	Each signer of this application agrees that								
	atements and answers in all parts of this application are on this application	true and compl	ele We (the (Company check	ed on page 1 of this application) may rely on the				
2) The Te	The Temporary insurance Agreement states the conditions that must be met before any insurance takes effect if money is paid before the policy is delive Temporary insurance is not provided for a policy or benefit applied for under the terms of a guaranteed insurability option or a conversion privilege								
Tempo	Except as stated in the Temporary Insurance Agreement, no insurance shall take effect on this application (a) until a policy is delivered and the full initial prem for it is paid while the person(s) proposed for insurance is (are) living. (b) before any Registered Date specified in this application, and (c) unless to the best of (our) knowledge and belief the statements and answers in all parts of this application continue to be true and complete, without material change, as of the time full initial premium is paid.								
Tempo 3) Except for it is (our) ki	paid while the person(s) proposed for insurance is (are) nowledge and belief the statements and answers in all p	living, (b) before	e any Registe	red Date specific	ed in this application, and (c) unless to the best				
Tempo Except for it is (our) ki full mitu No line	paid while the person(s) proposed for insurance is (are) nowledge and belief the statements and answers in all p	tiving, (b) before arts of this application in modify this Ag	e any Registe cation continu reement or th	red Date specific e to be true and e Temporary Ins	ed in this application, and (c) unless to the best complete, without material change, as of the tin surance Agreement. Or to wave any of our ng				

☐ AXA Equitable Life Insurance Company

☐ MONY Life Insurance Company of America

ACKNOWLEDGEMENT OF UNDERWRITING PRACTICES

I (we) acknowledge that I (we) have received a statement of the Underwriting Practices of the Company (les) which describes from whom and why the Company Des) obtains information on my (our) insurability, to whom such information may be reported and how I (we) may obtain it. The statement contains the notice required by the Fair Credit Reporting Act.

AUTHORIZATIONS

TO OBTAIN HEALTH INFORMATION

(we) authorize any physician, hospital, clinic, medical practitioner, medical testing laboratory, pharmacy or other health care provider, health plan or insurance company (Including our Company, with respect to other coverages), or any prescription drug or pharmacy benefit manager or administrator, and this Medical Information Bureau to disclose to the Company (les) and its authorized representatives any and all information, whether fact or opinion, they may have about any diagnosis, treatment, prognosis, genetic test records, findings and/or results regarding my (our) past, present or future physical or mental condition.

TO OBTAIN NON-HEALTH INFORMATION

I (we) authorize any employer, business associate, government unit, financial institution, consumer reporting agency, the Medical Information Bureau, my (our) insurance agency and my (our) financial professional to disclose to the Company (les) and its authorized representatives any information they may have about my (our) occupation, avocations, finances, driving record, character and general reputation. I (we) authorize the Company (les) to obtain investigative consumer reports, as appropriate.

PURPOSE OF AUTHORIZATIONS

I (we) understand that the information obtained will be used by the Company (ies) to determine my (our) eligibility for life insurance coverage and such other uses specified in accordance with the Underwriting Practices attached to this application. In addition, information may be disclosed to the Medical Information Bureau (MIB) who, upon request, accordance while or relative adjusted to this application, in addition, international may declarate to the matter minimater may declare the or free the manufacture of the company with whom you apply for life or health insurance of the whom a claim for benefits may be submitted; when requested by a government agency; in connection with a legal or arbitration proceeding; or for other purposes as required or permitted by applicable law. If a policy is issued to me (us), this information may also be used in the future to administer my (our) policy and process claims made under the policy.

COVERAGE CONDITIONS

I (we) understand that the Company (ies) is conditioning the issuance of coverage on the provision of this authorization, and that, while I (we) may refuse to sign this authorization, my (our) refusal to do so could result in coverage not being issued.

ADDITIONAL AUTHORIZATIONS

You have advised me (us) that the Company (ies) may request additional authorizations in order to obtain the information the Company (ies) needs to complete its review of my (our) application and, if the policy is issued, in connection with any claim asserted under the policy, I (we) understand that I (we) am (are) not obligated to provide these additional authorizations but that, if I (we) choose not to provide them, this application and any claim made under the policy; if issued, may be rejected.

DURATION

Unless otherwise revoked, I (we) agree that this authorization will expire on the earlier of the date that the Company (les) declines my application for coverage or, if a policy is In writing to Chief Underwiter of the Company checked above and on the front page of this application, 1290 Avenue of the Americas, New York 1004.

COPY OF AUTHORIZATIONS

I (we) have a right to ask for and receive true copies of this Acknowledgement and Authorization Form and all other authorizations signed by me (us). I (we) agree that reproduced copies will be as valid as the original.

FOR THE APPLICANT'S PROTECTION, THE LAWS OF CERTAIN STATES REQUIRE THIS NOTICE: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, FILES AN APPLICATION OR CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT AS TO ANY MATERIAL FACT MAY BE GUILTY OF INSURANCE FRAUD, WHICH MAY RESULT IN LOSS OF COVERAGE UNDER THIS POLICY AND MAY SUBJECT THE APPLICANTICLAMENT TO CRIMINAL PROSECUTION.

SOCAL SECURITY OF TAX LD. NUMBER CERTIFICATION.—UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT (I) THE NUMBER SHOWING ON THIS FORM IS MY CORRECT TAX APPLY RIPERTON NUMBER. AND (II) I AM NOT SUBJECT TO BACKUP WITHHOLDING BECAUSE (A) I AM EXEMPT FROM BACKUP WITHHOLDING OR (B) I HAVE NOT BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE (IRS) THAT I AM SUBJECT TO BACKUP WITHHOLDING AS A RESULT OF A FAILURE TO REPORT ALL INTEREST OR DIVIDENDS OR (C) THE IRS HAS NOTIFIED ME THAT I AM NO CONGER SUBJECT TO BACKUP WITHHOLDING AND (III) I AN A U.S. PERSON (INCLUDING A U.S. RESIDENT ALIEN).

CERTIFICATION INSTRUCTIONS: You must cross out item (i) above if you have been notified by the Internal Revenue Service that you are currently subject to backup withholding because you have talled to report all interest or dividends on your fax return.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN THE CERTIFICATION

REQUIRED TO AVOID BACKUP WITHHOLDING.

	e) am (are) agreeing to all the terms grid conditions of this application, including but not limited to.
the Acknowledgement and Authorization. Dated at City Acknowledgement and Authorization.	X James No en
State Goods a	Stribure of Projected in Sured. Applicant or perent or guardien. Be 17 24 cm. Koleniy Insuran w Projected in the projected of
m 5/12/06	Signature of Counce of Abdusant it not proposed in subset. (if concombing, print firms many and signature of authors and onliced) (if crusic signature of incision (ELLEABETH T. WASHER +7 3 To p.
Financial Professional to complete this section:	TOWN PERSONS
Williamy exclude instruments be replaced or changed for has in been) assuming the exclusion of the expension	Othe Narrance applied for wing the parameter of 1200 feet 2000 per
that has not been recorded herein.	ers to all questions on the fully completed application Port Trans know of rightning affecting the risk.
Is I have witnessed the signature required on fully completed Part 1	☐ I have not witnessed the signature required on fully completed Part 1, (Explain below)
Signature of Licensed Financial Professional/Insurance Broker Print Licensed Financial Professional's Name	

AMIGV:2005 A

Application Part 2 To: AXA Equitable Life Insurance Company			
AXA'Life and Annuity Company			
Realion for submission of this form: O New Policy O Policy Change O Reinstatement			
1. a. Proposed fraund rest Name Made And Last Name b. Height: ft. In. 16, Weight: Inc. (Please Part) Rev2180 Kolu(9 a. Billio (Tromes			
2. a. Name and address of personal physician (or medical facility used instead): (Hinters, so auto) DE Albert Zuckle (305) 845-782-9541			
b. Date and redeon lest consulted if within the lest 5 years: 600 Ago, 100th 12. MOVER! My 1045			
a. What treatment was given or recommended? (If name, so state) 1000.8			
(For all "Yes" answers to Questions 3-9, circle items that apply.) 10 pounds in the list 8 months? 2. Has Proposed instired ever had of been treated for: Yes No. Other than as stated in answers to Questions 2-6, has			
Discusse or disorder of eyes, ears, noce or throat? Discusse or disorder of eyes, ears, noce or throat? Proposed insured, within the last 5 years:			
negricultatic asymptotocical or enotornal distributors; cian or practident?			
immental of hervious disease or disorder?			
errollyseurs, suberoulous and other chrone resolutiony tespital, effele, sanatorium, or other medical facility?			
(Annually of Marketal)			
faver, heart mirmur, heart stinck or other desease or ization, beatment or surgery which was not completed?			
disorder of the hean or blood vessels? a. Uncer, harries, collis, interdired bleedings jound(co, hem-			
ontholds, or other disputes or disorder of the stornach			
interstines, liver or galibledder? I. Sugar, albumin, blood or pus an orine, stone or other (i) Smoked digarettes?			
disease or disorder of Midney or bladder?			
g. Diabetes; cyst, tupror, or cancer; thyroid or glandular Age iii Age iii Age iii Age iii Age iii Death, Death,			
h. Neuritis, entiratus, gout, or disease or disease or the Father See HOLOCOUST OICHARS 505 musicles or bones, including the back, or joints?			
1. Delotratly, furneses or amportation?			
J. Allombes; anomia, other blood or lymph disease or dis-			
K. Disorder of proxiste, reproductive organs, breasts,			
menstruation or prognency? 4. Is Proposed Insured now under observation or taking shoet, dated, signed and witnessed as below)			
4. Is Proposed Insured now under observation or taking treatment? 5. Has Proposed Insured, within the last 10 years, bean.			
treatment? 5. Has Proposed Insured, within the last 10 years. Deen. a. Tested positive for exposure to the forman immunodeficiency virus (FIV) or been diagnosed as having accorded laminum deficiency syndrome (AIDS)			
Immunodeficiency virus (HIV) or been diagnosed as forthing occulred immune deficiency syndrome (AIDS)			
of AIDS-related Complex (ARC) caused by the (HIV)			
Such the count of			
6. Has Proposed Insured, within the last 10 years; a. Used, except as legally prescribed by a physician, Iran-			
difficies populariane a other codedones markitain			
eccains, halfucinopens or other macod-shoring drigs; - heroin, methadone or other macodics; amphetamines or			
cities stimularus; or any other liveral or commolled sub-			
b. Received countering or treatment reparting the use of application containing any false, incomplete, or misleading			
alcohol or druga? Information is guilty of a followy of the third degree.			
The above statements and enswers are true and complete to the best of my knowledge and belief. I agree that such statements			
and enswers shall be part of the exploration for kneurose or request for policy change or retreatment, as the case may be The inertral may rely on them in sching on the application or making the policy change or retreatment, as the case may be The inertral may rely on them in sching on the application or making the policy change or retreatment.			
Dared Bl Miami Broke on 216/06 x Jacque Alvenia			
with the Examiner of Nurse/Technician): 1000 Character of Proposition of Proposit			

AXA EQUITABLE

A Stock Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, New York 10104

This is a Flexible Premium Universal Life Insurance Policy. The Insurance Benefit is payable upon the death of the insured person while this policy is in force. You may pay premiums while the insured person is living and is not yet attained age 100. The values provided by this policy are based on declared interest rates. This is a non-participating policy.

No. 04-100

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

AXA EQUITABLE LIFE INSURANCE)
COMPANY;)
)
Plaintiff,)
) CIVIL ACTION NO.:
) 1:07-cv-0512-MHS
V.)
)
WELLS FARGO BANK, N.A., AS TRUSTEE)
OF THE MALI KOENIG INSURANCE TRUST)
05/11/06, AND AS TRUSTEE OF THE)
BENZION KOENIG INSURANCE)
TRUST 05/11/06)
)
Defendant.)

EXHIBIT 9 to Second Amended Complaint



December 22, 2006

Elizabeth Wagner, VP Wells Fargo Bank, N.A. 400 Northridge, Suite 600 Atlanta, GA 30350

NOTICE OF RESCISSION

Policy Nos.: 156 212 029 & 156 212 030

Insured.

Malı Kocnig

Statement of Account

Premium: Interest.

\$ 2,503,480.00 \$ 43,416 52

Total Refund \$ 2,546,896 52

Dear Ms Wagner

The above numbered policies were issued in reliance upon the statements and answers in the Applications for Insurance Part 1, for each policy, dated May 12, 2006. Copies of the Applications are enclosed for your review

We have now learned that the assets and net worth reported by the insured were overstated Furthermore, we have established that assets claimed to be owned by the insured are actually owned by another party

Had we known this information, the policies would not have been issued. In view of this and in accordance with our contractual rights, AXA Equitable has rescinded the coverage under the policies numbered 156 212 029 and 156 212 030 and deny any liability under them

Our check in refund of all amounts paid as premiums, including interest, is enclosed. Your cashing this check will indicate that you agree with our decision

If you have any questions concerning this matter, please direct them to this office

Assistant Vice President

Enclosures

BCC Martha Versea - Law Dept (& 1290/12th Fl

AXA Equitable Life Insurance Company 九月、外人(1) 化水川性

the week the state of

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

AXA EQUITABLE LIFE INSURANCE)
COMPANY;)
)
Plaintiff,)
) CIVIL ACTION NO.:
) 1:07-cv-0512-MHS
v.)
)
WELLS FARGO BANK, N.A., AS TRUSTEE)
OF THE MALI KOENIG INSURANCE TRUST)
05/11/06, AND AS TRUSTEE OF THE)
BENZION KOENIG INSURANCE)
TRUST 05/11/06)
)
Defendant.)

EXHIBIT 10 to Second Amended Complaint



December 22, 2006

Elizabeth Wagner, VP Wells Fargo Bank, N A 400 Northridge, Suite 600 Atlanta, GA 30350

NOTICE OF RESCISSION

Policy Nos 156 212 032 & 156 212 033

Insured.

Benzion Koenig

Statement of Account

Premium \$ 3,031,704 00 Interest. \$ 66,033 00 Total Refund \$ 3,097,737 00

Dear Ms Wagner

The above numbered policies were issued in reliance upon the statements and answers in the Applications for Insurance Part 1, for each policy, dated May 12, 2006 Copies of the Applications are enclosed for your review

We have now learned that the assets and net worth reported by the insured were overstated Furthermore, we have established that assets claimed to be owned by the insured are actually owned by another party

Had we known this information, the policies would not have been issued. In view of this and in accordance with our contractual rights, AXA Equitable has rescinded the coverage under the policies numbered 156 212 032 and 156 212 033 and deny any liability under them.

Our check in refund of all amounts paid as premiums, including interest, is enclosed. Your cashing this check will indicate that you agree with our decision

If you have any questions concerning this matter please direct them to this office

Assistant Vice President

Inclosures

Buc Martha Verscay - Law Dept (@ 1290/12th Fl

AXA Equitable Life Insurance Company

37.

Gugliuzza, Dianne

From: ganddb_efile_notice@gand.uscourts.gov
Sent: Tuesday, November 13, 2007 12:08 PM

To: CourtMail@gand.uscourts.gov

Subject: Activity in Case 1:07-cv-00512-MHS AXA Equitable Life Insurance Company v. Wells Fargo Bank,

N.A. Amended Complaint

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

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Northern District of Georgia

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Case Name: AXA Equitable Life Insurance Company v. Wells Fargo Bank, N.A.

Case Number: 1:07-cv-512

Filer: AXA Equitable Life Insurance Company

Document Number: 47

Docket Text:

Second AMENDED COMPLAINT against Wells Fargo Bank, N.A., filed by AXA Equitable Life Insurance Company. (Attachments: # (1) Exhibit 1, # (2) Exhibit 2, # (3) Exhibit 3, # (4) Exhibit 4, # (5) Exhibit 5, # (6) Exhibit 6, # (7) Exhibit 7, # (8) Exhibit 8, # (9) Exhibit 9, # (10) Exhibit 10)(Leonard, James) Please visit our website at http://www.gand.uscourts.gov to obtain Pretrial Instructions.

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[STAMP dcccfStamp_ID=1060868753 [Date=11/13/2007] [FileNumber=2119976-0] [adeb0f5e1c7a08c825b514d8516b80b5c60abf4b746fcc99c647f0e202004b76b8 3125dd226bb60d132a0ff5c17cf663b7c7c8bdaf5abceda8183e6fd9df6225]]

Document description:Exhibit 1

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[STAMP dcecfStamp_ID=1060868753 [Date=11/13/2007] [FileNumber=2119976-1] [434ed2ec4c857c0a6aa37897cf9e66b65568863dd5963484c1a4d66317e1265670 93f8ae969e114108df09b172efdee6b53d054b379ee79f5d1742fe5baaccac]]

Document description:Exhibit 2

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1060868753 [Date=11/13/2007] [FileNumber=2119976-2] [46479bbf51b562c64087772dc30fe8fed7183541960f9b7b3209367358866f4144 579ff45b89736e5b50e4174bf7305e7b08550e3d9ee9dc7264995023b846dd]]

Document description:Exhibit 3

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1060868753 [Date=11/13/2007] [FileNumber=2119976-3] [5643a1db3123b94e8cb9871c0290dca38b4dbd3f32b3ea05526c330022a50f3d97 60b32431d76f4b93c27b4c71d0f6e1450a2cae775424aa235986f4c5bc0e74]]

Document description:Exhibit 4

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1060868753 [Date=11/13/2007] [FileNumber=2119976-4] [86d6757bf18495d903a85af6253e1a027e20e52c3968225e4f8da61945a75d1127 487024ffe70ad66e456eff1762f8d01997755040b2adb43c52b5c680262344]]

Document description:Exhibit 5

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1060868753 [Date=11/13/2007] [FileNumber=2119976-5] [000198c65778a2b7010a166e5008109764486ae854fabbec0a7b7b123a5150219e be15a53efa5f08bf43410421e538a708d261a581ed5398e0a525a0b322e5da]]

Document description:Exhibit 6

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1060868753 [Date=11/13/2007] [FileNumber=2119976-6] [958fbf25c68139a0110c340ba020d0521e0a41c168a800566f4b427bdb89ef4a68 74372971b3220259b54d72ce1a57d6adde7078cb25151449950b9378ac094d]]

Document description:Exhibit 7

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1060868753 [Date=11/13/2007] [FileNumber=2119976-7] [726e5d40bc166add2878b48dab702c591265d213a764e031fec9d62a9f8fae11eb ca3961eb02679031bed6fc723a9d3535b3b139e7ca51431ae8dab4c0c02830]]

Document description:Exhibit 8

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1060868753 [Date=11/13/2007] [FileNumber=2119976-8] [9f66a750598d34688a228704b113ef9f4f0aef030c1880add507bea89493efd735 8dc9facba28ce9e3cea010a8533b1bfd4bc9adbb0f3aae5edfc58608334c4f]]

Document description:Exhibit 9

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1060868753 [Date=11/13/2007] [FileNumber=2119976-9] [3a80c32a00ab1346070d14f9f1360be11fce15d9ff94bddbf81b0bd3bfa9e3b6f8 e4e359b5b63f18c16539745296f619e28c8468762fb4adef2052b021c0730b]]

Document description:Exhibit 10

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1060868753 [Date=11/13/2007] [FileNumber=2119976-10] [77845e848411b6326272d579b37aad9283a068fd0f314a79f5907c4f21b98b739 0e8d2f29b2652a745e086a0a71ab00b52bc4dab0b5e8b27a3930a9254a0026c]]

EXHIBIT "B"

Page 1

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTIRCT OF GEORGIA ATLANTA DIVISION



AXA EQUITABLE LIFE INSURANCE COMPANY,

Plaintiff,

vs.

WELLS FARGO BANK, N.A., as:
Trustee of the MALI KOENIG:
INSURANCE TRUSTS A and B:
05/11/06, and as Trustee of the:
BENZION KOENIG INSURANCE TRUSTS,:
A and B 05/11/06,:

Defendant.

VIDEOTAPED DEPOSITION of BENZION KOENIG, taken by the Plaintiff, at the offices of Kilpatrick Stockton, LLP, 31 West 52nd Street, New York, New York, on Wednesday, November 21, 2007, commencing at 10:36 a.m., before Jamie I. Moskowitz, CSR, RPR, CRR, a Certified Shorthand (Stenotype) Reporter and Notary Public within and for the State of New Jersey.

```
Page 18
 1
                            B. Koenig
 2
                    No.
             А
                    Okay. As of May 12, 2006, did you
 3
             0
     have assets worth $26 million?
                    No, no.
             A
                    Okav. Did you own any real estate
             0
     on May 12, 2006 that had -- please.
             А
                    No, no.
                   Approximately how much cash did you
             0
10
     have on May 12, 2006, just an estimate.
11
                   Cash means what's saved in a bank?
             Α
12
     What exactly -- what is cash?
                   Yes, cash in a bank or cash on hand?
13
             Q
14
                    In the hand -- in hand I have
             Ά
     nothing. I had about $120,000 -- in the area of
15
     $120,000 is what I had, maybe 130, I don't
16
17
     remember for sure, I'm not counting. It's money
18
     that I use to add to whatever I need to live.
                                                      ΤО
     add that I have insurance policy that I took out
19
20
     in 1965 that I have to add to that, that I have to
21
     make payments.
                    I have -- it's the $20,000, the
22
23
                    I have health insurance policy that
     policy then.
24
     I have to pay for, and the rest I have to add to
25
     what I need to eat, food that I need to eat.
```

```
Page 19
 1
                            B. Koenig
                    You also mentioned Blue Cross/Blue
             Q
 3
     Shield?
                    It pays for the Blue Cross/Blue
             А
     Shield, and the rest is what I need to pay for
 5
     what I have to eat.
                    Do you own any -- did you own any
 7
     stocks as of May 12, 2006?
                    No.
             А
                    Did you own any other assets which
10
              0
11
     totalled more than $500,000?
                    THE INTERPRETER: 500,000?
12
13
                    500,000.
              0
14
                    No.
              Α
15
                    MR. RUBIN: You have answered his
16
              question.
                    No assets of any kind?
17
              0
18
                    Nothing, nothing.
              Ά
                    Do you recall how you came to sign
19
20
     this page AXA 00422?
21
              А
                    It could be the insurance man came
22
     and brought me a paper saying everything is okay
2.3
     and he told me to sign.
24
                    Who is that insurance man?
                    Gabe Epstein I think. Gabe Epstein.
25
              Α
```

Page 33 1 B. Koenig you ever had income, have you ever had annual 2 income of more than \$100,00? Never. In the past five years, have you ever owned assets worth more than \$500,000? 6 7 Α No. Has your wife, to your knowledge, ever had income annual income in the past five years greater than \$100,000? 10 My assets combined, none of us 11 didn't have any income of more than \$100,000. No 12 secrets between my wife and me. 13 And your wife, I take it, then, did 14 0 not have any assets of any kind in the past five 15 years greater than \$500,000 in value? 16 17 Α No. (Whereupon, Exhibit 2 was received 18 and marked for Identification.) 19 20 BY MR. LEONARD: Mr. Koenig, would you please look at 21 Exhibit 2, and in particular, please look at page 22 AXA 397 and page 398. Are those your signatures 23 24 on those two pages? 25 Yes. I think so. Yes, the same. Α

```
Page 150
                            B. Koenig
1
                   But you know you didn't tell the
2
             0
     lawyer that you had $26 million, correct?
3
                   No. Not one word to the lawyer.
             Α
                   You didn't say one word to the
 5
             0
     lawyer?
                    I didn't talk to the lawyer about
 7
             А
               We made the will only on this little
 8
     millions.
     apartment. Only about this little apartment that
     we bought for -- I bought it for $47,000 and today
10
11
     it's worth $100,000.
                    But I thought that at that time you
12
     had already given the apartment to your children?
13
14
                    Right. Sure.
             А
                    So why did you need a will for
15
16
     purposes of --
                    I don't remember what happened
17
18
             I don't know what happened.
     first.
                               You're just trying to
19
                    MR. RUBIN:
              introduce logic into the situation, David.
20
21
              Stop trying to have fun.
                    Maybe I made a mistake. I don't
22
              Α
             I don't know what it is.
23
                    You mentioned that you met with
24
              0
     another lawyer at some point other than your
25
```

Page 185

CERTIFICATE STATE OF NEW YORK SS. COUNTY OF NEW YORK) I, Jamie I. Moskowitz, CSR, RPR, CRR, a Shorthand (Stenotype) Reporter and Notary Public of the State of New York, do hereby certify that the foregoing Deposition, of the 10 11 witness, BENZION KOENIG, taken at the 12 time and place aforesaid, is a true and correct transcription of my 13 14 shorthand notes. 15 I further certify that I am 16 neither counsel for nor related to any party to said action, nor in any way 17 18 interested in the result or outcome 19 thereof. 20 IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of 21 22 November 2007. arie allyse Moskowith 23 Jamie Ilyse Moskowitz, CSR, KrR, CRR License No. XI01658 25

EXHIBIT "C"

Page 1

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION



AXA EQUITABLE LIFE INSURANCE COMPANY,

Plaintiff,

vs.

WELLS FARGO BANK, N.A., as:
Trustee of the MALI KOENIG:
INSURANCE TRUSTS A and B:
05/11/06, and as Trustee of the:
BENZION KOENIG INSURANCE TRUSTS,:
A and B 05/11/06,:

Defendant.

VIDEOTAPED DEPOSITION of MALI KOENIG, taken by the Plaintiff, at the offices of Kilpatrick Stockton, LLP, 31 West 52nd Street, New York, New York, on Tuesday, November 20, 2007, commencing at 11:46 a.m., before Jamie I. Moskowitz, CSR, RPR, CRR, a Certified Shorthand (Stenotype) Reporter and Notary Public within and for the State of New Jersey.

```
Page 11
 1
                            M. Koenia
 2
     daughter?
                   Very nice children. Honest
 3
             Α
     children.
                   And what are their names, please?
                    Their names? Sammy Koenig is the
             Ά
             He's honest. He was a stockbroker.
     never stole anything from anyone.
                                          If you put
     $10 million on the table, the neighbors will say
10
     that a penny won't be missing.
11
                    And Yaakov the lawyer knows.
     They're all religious. They are polite.
12
                                                 They're
13
            All of them are. In fact, the lawyer knows
14
     one of my children.
15
                    Names, please.
                    Shmueli Koenig, Morris Koenig, Jacob
16
             Α
17
     Koenig and Dr. Liba Zucker -- her husband is a
18
     doctor, she is a manager.
19
                    And your daughter's name is what?
20
                    My daughter is Liba Zucker. She has
21
     eight children.
22
                    Do you and your husband give any
             0
23
     money to your children?
24
             Α
                    We don't have any money.
25
                    Okay. Do your children give you any
             Q
```

Page 12 1 M. Koenia 2 money? My son -- my son pays my rent. 3 A Have you been employed since the time you came to the United States? I worked very hard. When the Α children were small I tried to educate them. husband didn't have time and I watched over the children until 12 o'clock at night. They went to 10 college, big boys. 11 Which one of your sons pays your 12 rent currently? 13 Sammy Koenig. Ά Have you been involved with any 14 0 businesses since you came to the United States? 15 16 I don't own any business. My Α husband doesn't own any business. We don't know 17 anything about business. We don't even have our 18 19 own house. 20 MR. LIPSTUS: She said some 21 additional stuff you didn't translate. 22 THE INTERPRETER: We are poor people. We don't have -- I did say that. 23 24 We don't have any business. We are А poor people and we don't even own our own house. 25

```
Page 13
 1
                            M. Koeniq
                   Has your financial condition changed
 2
             0
 3
     in the past two years?
                         I take Social Security $490 and
                   No.
     IRA, and I have a few dollars, so I just add it,
     you know, to just get by.
                    I have $6,000 Blue Cross, just
     20 percent, in the health insurance, Medicare.
                                                       We
     are short of money, but I add the few dollars I
10
     have. And if not, I take from my son.
                   Have you ever had a net worth of
11
             0
12
     more than $100,000?
13
                    I don't remember.
             Α
                    In the past two years, have you had
14
             0
     a net worth of more than $1 million?
15
16
                    I didn't have 200. I never had
     money. My husband worked like a slave, and then
17
     when the children were getting married I went to
18
     work because he didn't have work when the children
19
20
     were getting married.
21
                    As of May 12, 2006 was your -- what
     was your net worth as of May 12, 2006?
22
                    THE WITNESS: Wedding, one dress.
23
24
              So my wedding, one dress.
                    MR. LIPSIUS: Don't you translate,
25
```

```
Page 14
 1
                            M. Koenig
             just ask her the questions.
                    THE INTERPRETER:
                                      I don't understand
             what the word net worth means. Can
             someone explain it to her?
 6
                    MR. LIPSIUS: Then say, "I never
 7
             heard what net worth means."
                    I never heard of net worth. I don't
     know what net worth means.
10
                    Do you currently own any real
             0
11
     estate?
12
                    I wish I would have. Nothing. I
13
     don't need it. I'm close to the other world. I
14
     just wanted to enjoy a little bit. I was never
15
     anywhere in my life. All for the children.
16
                    I was a girl. I was pretty. I just
17
     didn't have good luck.
18
                    What was your net worth -- I'm
19
     sorry.
20
                    As far as any real estate that you
21
     owned -- scratch that. Let me try again.
22
                    I don't have no real estate.
             Α
23
                    Let me break it down further.
             Q
24
                    Did you own any real estate in May
25
     of 2006?
```

```
Page 15
 1
                            M. Koeniq
 2
                    THE WITNESS: Never, never. I never
 3
             had it.
                    THE INTERPRETER: I never had it.
                    I forget. I'm with old time
 5
     disease. I forgot. I forget because I'm used to
     talking to the kids in English.
 7
                    Does your husband own any real
     estate?
                   No. My husband is like a shlimazel.
10
             A
                    THE INTERPRETER: You know what that
11
12
             means? A shlimazel is like an unlucky
13
             person.
14
     BY MR. LEONARD:
                    Did your husband own any real estate
15
     in May of 2006?
16
                    THE WITNESS: My husband --
17
18
                    MR. LIPSIUS: Yiddish.
19
                    My husband can't be a business man.
20
     He needs a synagogue and then the books, a Bible.
21
     He's a holy man.
                    He doesn't need money, either.
22
     wanted, but today I don't want anymore. I wanted
23
24
     to enjoy a little bit, but if it didn't go, it
25
     didn't go.
```

```
Page 16
                            M. Koeniq
1
                    Mrs. Koenig, what we're trying to do
             0
     today is create a clear record for the Court.
3
                    THE WITNESS: I will tell everything
             to you.
                    I'm telling you everything the
` 6
7
             T never lied.
     truth.
                    I understand that. But it would be
 8
     very helpful for the record --
                    I say the truth. Let them go look
10
11
     in all of America.
12
                    If you could answer the question
     that I ask, that will make the record clearer.
13
14
                    Okay.
              Α
                    Do I understand correctly that
15
     neither you nor your husband owned any real estate
16
17
     in May of 2006?
18
              Ά
                    No.
                    In May of 2006, did you or your
19
20
     husband own any stocks?
21
              Α
                    No.
                    In May of 2006, did you or your
22
     husband have more than $500,000 in cash?
23
24
              Α
                    No.
                    In May of 2006, did you or your
25
              0
```

```
Page 17
1
                            M. Koenia
     husband own $500,000 or more of any mutual funds?
2
                    MR. LIPSIUS: One second. I just
3
             would like you to ask her if she
             understands the word "mutual funds."
5
                    THE WITNESS: I have heard from my
6
                   He's a stockbroker.
             son.
                    MR. LEONARD: And so she understands
8
             the term?
                    THE WITNESS: It's a stock.
10
11
     BY MR. LEONARD:
12
                   And the answer was no?
             0
13
                    I never had stocks.
             А
                    As of May 12, 2006, did you or your
14
             0
     husband have more than $50,000 of any type of
15
16
     asset?
                    MR. LIPSIUS: Let her finish.
17
                    Yes, $50,000 a person shouldn't
18
             A
            I mean, I eat of all of this money. I have
19
     some Social Security and if that same person
20
21
     becomes ill and if you have to pay bills...
22
                                   I think the answer is
                    MR. LIPSIUS:
23
              ves.
                    The answer was that you had $50,000
24
25
     in cash as of May 12, 2006?
```

```
Page 29
                            M. Koenia
1
                    The witness has already explained
             she doesn't know what the word net worth
             means.
                    $29 million.
 5
             Ά
                    THE WITNESS: I think I would go out
 6
             of my mind.
 7
 8
     BY MR. LEONARD:
                    Did you have any assets worth
             0
10
     $26 million?
                    I worked hard all my life like black
11
             If I had assets would I -- would I raise
12
     four children in three bedrooms, as small, small
13
14
     babies?
                    Did you have $26 million in assets
15
             0
     on May 12, 2006; yes or no?
16
17
                                   No.
                    THE WITNESS:
                    I didn't have no 5,000.
18
              А
                    MR. LIPSIUS: She said she didn't
19
20
              make --
                    THE WITNESS: I didn't make 5,000.
21
                    MR. LIPSIUS: I'm just going to
22
              do -- I'm not trying to disrupt your
23
              deposition, but I want to get an answer
24
25
              first.
```

```
Page 30
 1
                            M. Koenig
                    Did you have, and listen and let her
 2
             translate -- did you have objects, the
 3
             khosn, things worth $26 million on May
 5
              2006; yes or no?
                    THE WITNESS: No, no, no.
 7
              Α
                    No.
     BY MR. LEONARD:
                                                    It's
                    Take a look at page AXA 346.
              0
10
     three more pages.
                    THE WITNESS: This is mine.
11
                    Do you recognize that as your
12
              0
13
     signature?
                    Something yes, something not.
14
              А
15
     Somewhat yes.
16
                    MR. LIPSIUS: Yiddish, Yiddish.
                    I think it's possible that, yes, I'm
17
              A
     not lying. I think that it's mine, but I don't
18
19
     remember exactly.
                    Do you -- did you read this document
20
21
     before you signed it?
                    He didn't give me a single piece of
22
              Α
23
     paper.
                    THE WITNESS: He said, "Mali, don't
24
              worry, you're going to be rich."
25
```

```
Page 35
1
                             M. Koeniq
 2
     that means currently?
 3
                    Assets means someone who has houses,
              Ά
     land.
                    MR. LIPSIUS: Yiddish.
 6
                    I didn't know what means assets.
              A
 7
              0
                    Did Mr. --
 Я
                    Then I knew land, whatever.
              Α
 9
                    Did Mr. Epstein ask you whether you
              0
     owned any land?
10
                        He said that they found land.
11
              Α
12
                    Can you explain what he meant by
              0
13
     that?
                    What was your understanding of what
14
15
     he meant by that?
                    Then I realized that he's going to
16
              Α
17
     cheat me.
                    Did you sign the document after he
18
              0
19
     told you that?
                    I don't remember. He pulled me --
20
              Ά
21
     he shlepped me to the drugstore. My son, my
22
     husband.
23
                    MR. LIPSIUS: One second, one
24
              second. Let her translate.
25
                    He shlepped me to the drugstore and
              Α
```

```
Page 94
                             M. Koenig
 1
 2
     I don't know.
                    No.
                    I also take it from your earlier
 3
     testimony that in the past five years you have
     never had more than $1 million in assets.
                    Maybe it was my son's, but mine it
 6
 7
     wasn't for sure.
                    So your son may have had $1 million
     or more --
10
                    I don't know.
              Α
11
                    -- in assets in the past?
              0
12
                                   Wait.
                    MR. LIPSIUS:
                    Assets in the past five years.
13
              Q
14
                    I don't know. My son doesn't tell
              Α
15
     me anything.
                    And that's your son, Sam?
16
              \bigcirc
17
                    I have three sons. I'm not sure
18
     which son you mean.
                    That's why I was asking when you
19
20
     said it may belong to your son.
21
                    Which son were you referring to?
22
                    All sons.
              А
23
                    But to your knowledge, you have
24
     never had more than $1 million in assets in the
25
     past five years?
```

Page 214 CERTIFICATE 3 STATE OF NEW YORK) ss. COUNTY OF NEW YORK) I, Jamie I. Moskowitz, CSR, RPR, CRR, a Shorthand (Stenotype) Reporter and Notary Public of the State of New York, do hereby certify 10 that the foregoing Deposition, of the 1.1. witness, MALI KOENIG, taken at the 12 time and place aforesaid, is a true and correct transcription of my 14 shorthand notes. 15 I further certify that I am 16 neither counsel for nor related to any 17 party to said action, nor in any way interested in the result or outcome 19 thereof. 20 IN WITNESS WHEREOF, I have 21 hereunto set my hand this 20th day of 22 November 2007. Jarie Muskowitz 23 Jamie Ilyse Moskowitz, CSR, RPR, CRR

License No. XI01658

24

EXHIBIT "D"

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

AXA EQUITABLE LIFE INSURANCE : COMPANY, :

•

Plaintiff, : CIVIL ACTION FILE

: NO. 1:07-cv-0512-MHS

v. :

:

WELLS FARGO BANK, N.A., AS : TRUSTEE OF THE MALI KOENIG :

INSURANCE TRUSTS A and B 05/11/06,: AND AS TRUSTEE OF THE BENZION: KOENIG INSURANCE TRUSTS A and: B 05/11/06,:

:

Defendant. :

ANSWER AND DEFENSES TO SECOND AMENDED AND RESTATED COMPLAINT

Defendant Wells Fargo Bank N.A., as Trustee of the Mali Koenig Insurance Trusts A and B 05/11/06, and as Trustee of the Benzion Koenig Insurance Trusts A and B 05/11/06 ("Trustee" or "Defendant"), files its Answer and Defenses to Plaintiff's Second Amended and Restated Complaint (the "Complaint") as follows:

FIRST DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

Plaintiff's purported claims are barred in whole or in part by the doctrine of waiver.

THIRD DEFENSE

Plaintiff's purported claims are barred in whole or in part by the doctrine of estoppel.

FOURTH DEFENSE

Plaintiff's purported claims are barred in whole or in part by the doctrine of laches.

FIFTH DEFENSE

Plaintiff's purported claims are barred in whole or in part because Plaintiff consented to, authorized, approved, acquiesced to, and/or ratified the actions about which it now complains.

SIXTH DEFENSE

Plaintiff's Complaint is barred by the doctrine of unclean hands.

SEVENTH DEFENSE

Plaintiff's purported claims are barred because it has not sustained any damage for which Defendant is responsible.

EIGHTH DEFENSE

The injuries alleged by Plaintiff were not caused by any action of, or attributable to, Defendant.

NINTH DEFENSE

Plaintiff's purported claims are barred because Defendant was acting with privilege.

TENTH DEFENSE

Plaintiff's purported claims are barred by Federal Rule of Civil Procedure 12(b)(7) and failure to join a party under Federal Rule of Civil Procedure 19.

ELEVENTH DEFENSE

Plaintiff has failed to join one or more necessary and indispensable parties.

TWELFTH DEFENSE

Plaintiff's purported claims are barred by Plaintiff's own negligence.

THIRTEENTH DEFENSE

Plaintiff's purported claims are barred by the doctrine of *in pari delicto*.

FOURTEENTH DEFENSE

Plaintiff's purported claims are barred by the doctrine of assumption of the risk.

FIFTEENTH DEFENSE

Plaintiff's purported claims are barred because at all times Defendant acted in good faith and did not directly or indirectly commit, control or induce any wrongful acts or omissions and did no unlawful act or thing directly or indirectly through or by means of any other person.

SIXTEENTH DEFENSE

Any injury allegedly suffered by Plaintiff arising out of the conduct of Defendant was caused by the intervening acts or omissions of persons other than Defendant, and these acts or omissions superseded any action or omission of Defendant for which it might be considered liable.

SEVENTEENTH DEFENSE

Plaintiff's purported claims are barred because Defendant did not act with or have the requisite intent.

EIGHTEENTH DEFENSE

Plaintiff's purported claims are barred because Defendant did not intentionally misrepresent anything to Plaintiff.

RESPONSES TO NUMBERED PARAGRAPHS

Subject to and incorporating herein by reference the foregoing affirmative defenses, Defendant responds to the numbered paragraphs of Plaintiff's Complaint as follows:

Nature of the Action

1.

Defendant admits that Plaintiff seeks a declaratory judgment and an order voiding certain life insurance policies it issued, but denies that Plaintiff is entitled to such relief or any other relief. Defendant denies that it made any misrepresentations to Plaintiff. Defendant is without sufficient information or knowledge to form a belief as to the remainder of the allegations contained in Paragraph 1 of the Complaint, and therefore denies same.

Parties

2.

Defendant admits the allegations contained in Paragraph 2 of the Complaint.

3.

Defendant admits it is the Trustee of certain life insurance trusts which are the owners and beneficiaries of the life insurance policies that are the subject of this action. Defendant admits that it is a National Banking Association formed under the laws of the United States, its principal place of business is located in California, and it is registered to transact business within the State of Georgia.

Defendant denies the remaining allegations contained in Paragraph 3 of the Complaint.

Jurisdiction and Venue

4.

Defendant admits the allegations contained in Paragraph 4 of the Complaint.

5.

Defendant admits the allegations contained in Paragraph 5 of the Complaint.

6.

Defendant admits that Exhibit 1 is attached to the Complaint. To the extent that the allegations contained in Paragraph 6 of the Complaint purport to restate, characterize, or summarize the terms of Exhibit 1, Defendant states that Exhibit 1 speaks for itself, and Defendant denies the allegations contained in Paragraph 6 to the extent that they are inconsistent with Exhibit 1.

7.

Defendant admits that the document described in paragraph 7 is attached to the Complaint. To the extent that the allegations contained in Paragraph 7 of the Complaint purport to restate, characterize, or summarize the terms of this

document, or characterize the document described in paragraph 7 as part of any Application or any policy of insurance, Defendant states that the document speaks for itself, and Defendant denies the allegations contained in Paragraph 7 to the extent that they are inconsistent with that document.

8.

Defendant admits that Exhibit 2 is attached to the Complaint. To the extent that the allegations contained in Paragraph 8 of the Complaint purport to restate, characterize, or summarize the terms of Exhibit 2, Defendant states that Exhibit 2 speaks for itself, and Defendant denies the allegations contained in Paragraph 8 to the extent that they are inconsistent with Exhibit 2.

9.

Defendant admits that the document described in paragraph 9 is attached to the Complaint. To the extent that the allegations contained in Paragraph 9 of the Complaint purport to restate, characterize, or summarize the terms of this document, or characterize the document described in paragraph 9 as part of any Application or any policy of insurance, Defendant states that the document speaks for itself, and Defendant denies the allegations contained in Paragraph 9 to the extent that they are inconsistent with that document.

10.

Defendant admits that Exhibit 3 is attached to the Complaint. To the extent that the allegations contained in Paragraph 10 of the Complaint purport to restate, characterize, or summarize the terms of Exhibit 3, Defendant states that Exhibit 3 speaks for itself, and Defendant denies the allegations contained in Paragraph 10 to the extent that they are inconsistent with Exhibit 3.

11.

Defendant admits that Exhibit 4 is attached to the Complaint. To the extent that the allegations contained in Paragraph 11 of the Complaint purport to restate, characterize, or summarize the terms of Exhibit 4, Defendant states that Exhibit 4 speaks for itself, and Defendant denies the allegations contained in Paragraph 11 to the extent that they are inconsistent with Exhibit 4.

12.

Paragraph 12 of the Complaint contains a legal conclusion to which

Defendant need not respond. Defendant admits that Exhibits 5 through 8 are

attached to the Complaint. To the extent that the allegations contained in

Paragraph 12 of the Complaint purport to restate, characterize, or summarize the

terms of Exhibits 5 through 8, Defendant states that Exhibits 5 through 8 speak for
themselves, and Defendant denies the allegations contained in Paragraph 12 to the

extent that they are inconsistent with Exhibits 5 through 8.

13.

Defendant admits that Exhibit 5 is attached to the Complaint. To the extent that the allegations contained in Paragraph 13 of the Complaint purport to restate, characterize, or summarize the terms of Exhibit 5, Defendant states that Exhibit 5 speaks for itself, and Defendant denies the allegations contained in Paragraph 13 to the extent that they are inconsistent with Exhibit 5. Defendant admits that Plaintiff issued Policy no. 156 212 029 which had a limit of \$10,000,000, contained a register date of May 19, 2006, insured the life of Mali Koenig, and that Defendant is the trustee and owner of the policy. Defendant is without sufficient information or knowledge to either admit or deny the remaining allegations contained in Paragraph 13 of the Complaint, and therefore denies same.

14.

Defendant admits that Exhibit 6 is attached to the Complaint. To the extent that the allegations contained in Paragraph 14 of the Complaint purport to restate, characterize, or summarize the terms of Exhibit 6, Defendant states that Exhibit 6 speaks for itself, and Defendant denies the allegations contained in Paragraph 14 to the extent that they are inconsistent with Exhibit 6. Defendant admits that Plaintiff issued Policy no. 156 212 030 which had a limit of \$10,000,000, contained a register date of May 19, 2006, insured the life of Mali Koenig, and that Defendant

is the trustee and owner of the policy. Defendant is without sufficient information or knowledge to either admit or deny the remaining allegations contained in Paragraph 14 of the Complaint, and therefore denies same.

15.

Defendant admits that Exhibit 7 is attached to the Complaint. To the extent that the allegations contained in Paragraph 15 of the Complaint purport to restate, characterize, or summarize the terms of Exhibit 7, Defendant states that Exhibit 7 speaks for itself, and Defendant denies the allegations contained in Paragraph 13 to the extent that they are inconsistent with Exhibit 7. Defendant admits that Plaintiff issued Policy no. 156 212 032 which had a limit of \$10,000,000, contained a register date of April 8, 2006, insured the life of Benzion Koenig, and that Defendant is the trustee and owner of the policy. Defendant is without sufficient information or knowledge to either admit or deny the remaining allegations contained in Paragraph 15 of the Complaint, and therefore denies same.

16.

Defendant admits that Exhibit 8 is attached to the Complaint. To the extent that the allegations contained in Paragraph 14 of the Complaint purport to restate, characterize, or summarize the terms of Exhibit 8, Defendant states that Exhibit 8 speaks for itself, and Defendant denies the allegations contained in Paragraph 16 to the extent that they are inconsistent with Exhibit 8. Defendant admits that Plaintiff issued Policy no. 156 212 033 which had a limit of \$10,000,000, contained a register date of April 8, 2006, insured the life of Benzion Koenig, and that Defendant is the trustee and owner of the policy. Defendant is without sufficient information or knowledge to either admit or deny the remaining allegations contained in Paragraph 16 of the Complaint, and therefore denies same.

17.

To the extent that the allegations contained in Paragraph 17 of the Complaint purport to restate, characterize, or summarize the terms of Exhibits 5 through 8, Defendant states that Exhibits 5 through 8 speak for themselves, and Defendant denies the allegations contained in Paragraph 17 to the extent that they are inconsistent with Exhibits 5 through 8.

18.

Defendant denies intentionally, knowingly, or recklessly making any misrepresentations to Plaintiff or engaging in any other wrongful conduct. Defendant denies making any misrepresentations with the intent to induce Plaintiff to issue the life insurance policies that are the subject of this action. Defendant is without sufficient information or knowledge to form a belief as to the remaining allegations contained in Paragraph 18 of the Complaint and therefore denies same.

19.

Defendant denies intentionally, knowingly, or recklessly making any misrepresentations to Plaintiff or engaging in any other wrongful conduct. Defendant is without sufficient information or knowledge to form a belief as to the remaining allegations contained in Paragraph 19 of the Complaint and therefore denies same.

20.

Defendant denies intentionally, knowingly, or recklessly making any misrepresentations to Plaintiff or engaging in any other wrongful conduct. Defendant is without sufficient information or knowledge to form a belief as to the remaining allegations contained in Paragraph 20 of the Complaint and therefore denies same.

21.

Defendant denies intentionally, knowingly, or recklessly making any misrepresentations to Plaintiff or engaging in any other wrongful conduct. Defendant is without sufficient information or knowledge to form a belief as to the remaining allegations contained in Paragraph 21 of the Complaint and therefore denies same.

22.

Defendant denies intentionally, knowingly, or recklessly making any misrepresentations to Plaintiff or engaging in any other wrongful conduct. Defendant is without sufficient information or knowledge to form a belief as to the remaining allegations contained in Paragraph 22 of the Complaint and therefore denies same.

23.

Denied.

24.

Defendant admits the allegations contained in Paragraph 24 of the Complaint.

25.

Defendant admits the allegations contained in Paragraph 25.

26.

Defendant admits that Exhibits 9 and 10 are attached to the Complaint. To the extent that the allegations in Paragraph 26 of the Complaint purport to restate, characterize, or summarize the terms of Exhibits 9 and 10, Defendant states that Exhibits 9 and 10 speak for themselves, and Defendant denies the allegations contained in Paragraph 26 to the extent that they are inconsistent with Exhibits 9 and 10. Defendant admits that Plaintiff mailed and Defendant received Exhibits 9 and 10 as well as a check purporting to refund all of the premiums paid by Defendant for the life insurance policies that are the subject of this action, with interest. Defendant denies intentionally, knowingly, or recklessly making any misrepresentations to Plaintiff or engaging in any other wrongful conduct.

27.

Defendant admits the allegations contained in Paragraph 27.

COUNT I – Declaratory Relief Pursuant to O.C.G.A. § 33-24-7(b)(1)

28.

Defendant incorporates by reference its responses to Paragraphs 1 through 27 above, as if fully set forth herein.

29.

Paragraph 29 contains legal conclusions to which Defendant need not respond. Defendant denies intentionally, knowingly, or recklessly making any misrepresentations to Plaintiff or engaging in any other wrongful conduct. Defendant is without sufficient information or knowledge to form a belief as to the remaining allegations contained in Paragraph 29 of the Complaint and therefore denies same.

30.

Defendant denies intentionally, knowingly, or recklessly making any misrepresentations or false representations to Plaintiff or engaging in any other wrongful conduct. Defendant denies making any false representations of material fact to Plaintiff. Defendant denies the remaining allegations contained in Paragraph 30 of the Complaint.

31.

Defendant denies intentionally, knowingly, or recklessly making any misrepresentations, material or otherwise, to Plaintiff or engaging in any other reckless conduct. Defendant denies making any misrepresentations, material or otherwise, with the intent to induce Plaintiff to issue the life insurance policies that are the subject of this action. Defendant denies the remaining allegations contained in Paragraph 31 of the Complaint.

32.

Defendant denies it made any fraudulent misrepresentations. To the extent Paragraph 32 of the Complaint purports to state a legal conclusion, Defendant need not respond. Defendant denies the remaining allegations contained in Paragraph 32 of the Complaint.

33.

Defendant admits it has not cashed or deposited the funds sent to it by Plaintiff. Defendant admits Plaintiff seeks a declaration that the insurance policies as issued are void, but denies that Plaintiff is entitled to such relief or any other relief. Defendant is without knowledge denies the remaining allegations contained in Paragraph 33 of the Complaint.

34.

Defendant denies it made any fraudulent misrepresentations, and denies that the life insurance policies have been rescinded and are *void ab initio*. To the extent the allegations contained in Paragraph 34 of the Complaint purport to state a legal conclusion, Defendant need not respond.

COUNT II – Declaratory Relief Pursuant to O.C.G.A. § 33-24-7(b)(2)

35.

Defendant incorporates by reference its responses to Paragraphs 1 through 27 above, as if fully set forth herein.

36.

Paragraph 36 contains a legal conclusion to which Defendant need not respond. Defendant denies intentionally, knowingly, or recklessly making any misrepresentations or false representations, material or otherwise, to Plaintiff or engaging in any other wrongful conduct. Defendant is without sufficient

information or knowledge to form a belief as to the remaining allegations contained in Paragraph 36 of the Complaint and therefore denies same.

37.

Defendant denies intentionally, knowingly, or recklessly making any misrepresentations, material or otherwise, to Plaintiff or engaging in any other wrongful conduct. Defendant denies the remaining allegations contained in Paragraph 37 of the Complaint.

38.

Defendant denies intentionally, knowingly, or recklessly making any misrepresentations, material or otherwise, to Plaintiff or engaging in any other wrongful conduct. Defendant denies making any misrepresentations, material or otherwise, with the intent to induce Plaintiff to issue the life insurance policies that are the subject of this action. Defendant denies the remaining allegations contained in Paragraph 38 of the Complaint.

39.

Defendant denies intentionally, knowingly, or recklessly making any misrepresentations or incorrect statements to Plaintiff or engaging in any other wrongful conduct. To the extent the allegations contained in Paragraph 39 of the Complaint purport to state a legal conclusion, Defendant need not respond.

Defendant denies the remaining allegations contained in Paragraph 39 of the Complaint.

40.

Defendant admits it has not cashed or deposited the funds sent to it by Plaintiff. Defendant admits Plaintiff seeks a declaration that the insurance policies as issued are void, but denies that Plaintiff is entitled to such relief or any other relief. Defendant is without sufficient knowledge or information to form a belief as to the remaining allegations contained in Paragraph 40 of the Complaint, and therefore denies same.

COUNT III – Declaratory Relief Pursuant to O.C.G.A. § 33-24-7(b)(3)

41.

Defendant incorporates by reference its responses to Paragraphs 1 through 27 above, as if fully set forth herein.

42.

Paragraph 42 contains a legal conclusion to which Defendant need not respond. Defendant denies intentionally, knowingly, or recklessly making any misrepresentations or false representations, material or otherwise, to Plaintiff or engaging in any other wrongful conduct. Defendant is without sufficient

information or knowledge to form a belief as to the remaining allegations contained in Paragraph 42 of the Complaint and therefore denies same.

43.

Defendant denies intentionally, knowingly, or recklessly making any misrepresentations, material or otherwise, to Plaintiff or engaging in any other wrongful conduct. Defendant denies the remaining allegations contained in Paragraph 43 of the Complaint.

44.

Defendant denies intentionally, knowingly, or recklessly making any misrepresentations, material or otherwise, to Plaintiff or engaging in any other wrongful conduct. Defendant denies making any misrepresentations, material or otherwise, with the intent to induce Plaintiff to issue the life insurance policies that are the subject of this action. Defendant denies the remaining allegations contained in Paragraph 44 of the Complaint.

45.

Defendant denies intentionally, knowingly, or recklessly making any misrepresentations or incorrect statements, material or otherwise, to Plaintiff or engaging in any other wrongful conduct. To the extent Paragraph 45 of the Complaint purports to state a legal conclusion, Defendant need not respond.

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Defendant is without sufficient information or knowledge to form a belief as to the remaining allegations contained in Paragraph 45 of the Complaint and therefore denies same.

46.

Defendant admits it has not cashed or deposited the funds sent to it by Plaintiff. Defendant admits Plaintiff seeks a declaration that the insurance policies as issued are void, but denies that Plaintiff is entitled to such relief or any other relief. Defendant is without sufficient information or knowledge to form a belief as to the remaining allegations contained in Paragraph 43 of the Complaint and therefore denies same.

47.

Defendant denies any allegations in Plaintiff's Complaint not specifically admitted, denied, or controverted above, including, but not limited to, any and all damages and/or other relief claimed in the ad dumdum clause.

48.

Defendant denies that Plaintiff is entitled to any relief it seeks against Defendant and Defendant denies that it is or may be liable to Plaintiff in any way, manner, or amount whatsoever.

WHEREFORE, having fully responded to Plaintiff's Second Amended and Restated Complaint, Defendant requests that Plaintiff's Second Amended and Restated Complaint be dismissed with prejudice and that all costs be taxed to Plaintiff.

Respectfully submitted this 3rd day of December, 2007

/s J. David Hopkins J. David Hopkins, Esq. Georgia Bar No. 366505 DHopkins@lockelord.com John F. Kane, Esq. Georgia Bar No. 297443 Jkane@lockelord.com Locke Lord Bissell & Liddell LLP 1170 Peachtree Street, N.E. The Proscenium, Suite 1900 Atlanta, Georgia 30309 Phone (404) 870-4600 Fax (404) 870-5547

/s Jeffrey D. Horst Jeffrey D. Horst Georgia Bar No. 367834 horst@khlawfirm.com David A. Siena Georgia Bar No. 613513 sirna@khlawfirm.com Krevolin & Horst, LLC 1175 Peachtree Street, N.E. Suite 2150, 100 Colony Square Atlanta, GA 30361 (404) 888-9700 Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on December 3, 2007, I electronically filed the within and foregoing TO SECOND AMENDED AND RESTATED COMPLAINT with the Clerk of Court using the CM/ECF system which will automatically send email notification of such filing to all attorneys of record.

/s John F. Kane

John F. Kane, Esq. jkane@lockelord.com Locke Lord Bissell & Liddell LLP 1170 Peachtree Street, N.E. The Proscenium, Suite 1900 Atlanta, Georgia 30309 Phone (404) 870-4600 Fax (404) 870-5547

EXHIBIT "E"

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK

AXA EQUITABLE LIFE INSURANCE COMPANY, AXA NETWORK, LLC & AXA ADVISORS, LLC,

Plaintiffs,

- against -

GABRIEL EPSTEIN,

Defendant.

Index No. 07/60/6/8

NEW YORK
COMPLAINT COUNTY CLERK'S OFFICE
MAY 15 2007

WITH COPY FILE

NOT COMPARED

Plaintiffs AXA Equitable Insurance Company ("AXA Equitable"), AXA Network, LLC ("AXA Network") and AXA Advisors, LLC ("AXA Advisors") (AXA Network, Equitable and AXA Advisors, collectively "AXA"), by their attorneys, Kilpatrick Stockton LLP, for their complaint against defendant Gabriel Epstein ("Mr. Epstein") allege upon knowledge as to their own acts and upon information and belief as to all other matters, as follows:

NATURE OF THE ACTION

1. AXA brings the instant action in order to recover commission payments, plus interest, wrongfully retained by Mr. Epstein, an independent contractor agent ("financial professional") for AXA. Mr. Epstein acted as an insurance producer on certain life insurance policies issued by AXA to two married individuals, Mali and Benzion Koenig (the "Koenigs"), in a total amount of \$40,000,000. AXA determined soon after issuing the policies that the Koenigs' applications materially misrepresented their net worth and assets. Because of these material misrepresentations, AXA duly rescinded the policies issued to the Koenigs. AXA then demanded that Mr. Epstein, as he is contractually obligated to do, return the \$1,035,726 in commission paid to him in connection with the issuance of the policies to the Koenigs, plus

interest. Notwithstanding the clear dictates of the agreement between AXA and Mr. Epstein, Mr. Epstein has refused to repay the commission with interest.

2. Accordingly, AXA brings this action for breach of contract, unjust enrichment, conversion, breach of the covenant of good faith and fair dealing and replevin. AXA seeks injunctive relief, damages, pre-judgment and post-judgment interest and other relief.

THE PARTIES

- 3. Plaintiff AXA Equitable Insurance Company is a company organized under the laws of New York, with a principal place of business of 1290 Avenue of the Americas, New York, New York 10104.
- 4. Plaintiff AXA Network, LLC is a limited liability company organized under the laws of Delaware and authorized to do business in New York, with its principal place of business at 4251 Crums Mill Road, Harrisburg, Pennsylvania 17112.
- 5. Plaintiff AXA Advisors, LLC is a limited liability company organized under the laws of Delaware and authorized to do business in New York, with its principal place of business at 1290 Avenue of the Americas, New York, New York 10104.
- 6. Defendant Mr. Epstein is an individual who resides at 1740 Ocean Avenue #3L, Brooklyn, New York 11230.

JURISDICTION AND VENUE

- 7. This case involves a matter in controversy exceeding \$100,000, not including costs, attorneys' fees and interest.
- 8. Venue is proper in New York County pursuant to New York Civil Practice Law and Rules Section 503(a).

FACTUAL BACKGROUND

I. THE AGENCY AGREEMENT

- 9. AXA Equitable is a life insurance provider, and its affiliates AXA Network and AXA Advisors are a life and health insurance brokerage and a financial services company, respectively.
- 10. In or around April 2005, Mr. Epstein entered into an agreement with AXA that provides that Mr. Epstein "shall be allowed commissions...on premiums, and considerations for insurance policies...secured under this Agreement" (the "April 2005 Agreement"). Annexed hereto as Exhibit 1 is a true and correct copy of the April 2005 Agreement, see ¶ III.
- 11. By its terms, the April 2005 Agreement is subject to AXA rules and regulations Nos. 06-198R, issued on April 24, 2006, and 00-014, issued on October 27, 2000. Annexed hereto as Exhibit 2 and Exhibit 3 respectively are true and correct copies of AXA rules and regulations Nos. 00-014 and 06-198R. The April 2005 Agreement and rules and regulations Nos. 06-198R and 00-014 are collectively referred to hereafter as the "Agency Agreement."
- 12. The Agency Agreement provides in relevant part that if AXA "refunds any premium or consideration...any compensation paid or prepaid with respect to such premium will be unearned." Exhibit 2 at p. 2.
- 13. The Agency Agreement also provides that "[i]nterest is charged on recovery plan balances of \$1,000 or more that are outstanding for at least 30 days" and that "[i]nterest is calculated and charged at the annual rate of one percent above the current prime rate," with "simple interest [being] charged on a weekly basis." Exhibit 3 at p. 3.

II. THE KOENIG APPLICATIONS

14. On or about May 12, 2006, Mr. Epstein, an independent financial professional, submitted to AXA four life insurance applications, as well as other financial documentation, on

behalf of the Koenigs. Annexed hereto as Exhibit 4 are true and correct copies of the Koenigs' applications. Mr. Epstein also completed, signed and submitted the Financial Professional/Broker Certification detailing the Koenigs' net worth.

- 15. Based upon the submissions by Mr. Epstein, AXA issued four separate life insurance policies to the Koenigs, two to Mali Koenig and two to Benzion Koenig, for \$10,000,000 each, for a total of \$40,000,000 in life insurance coverage between the Koenigs.
- 16. In issuing the life insurance policies to the Koenigs, AXA reasonably relied upon representations of the Koenigs' net worth and assets set forth in their applications.
- 17. In or around June 2006, AXA paid Mr. Epstein \$1,035,726 in first-year commission in connection with the issuance of the life insurance policies to the Koenigs.
- 18. AXA later determined that the representations made in the Koenigs' life insurance policy applications regarding their net worth and assets were materially false and untrue.
- 19. Specifically, the Koenigs' applications and related financial documents submitted by Mr. Epstein represented that the Koenigs' net worth and assets was \$26,000,000, that they owned a condominium in Miami, a rental home in Brooklyn, property in Connecticut worth \$30,000,000 and real property in Israel worth \$3,000,000, and that the Koenigs possessed \$1,000,000 in liquid assets. AXA discovered that the Koenigs do not own either a condominium in Miami or a rental home in Brooklyn, and AXA has been unable to locate any property in Connecticut titled to the Koenigs.
- 20. On December 22, 2006, AXA informed Wells Fargo Bank, N.A. ("Wells Fargo"), the trustee of the insurance policies issued to the Koenigs, of the material misrepresentations contained within the subject life insurance policies' applications and duly rescinded the insurance policies issued to the Koenigs. Annexed hereto as Exhibit 5 are true and correct copies

of the notices of rescission. AXA enclosed with the notices of rescission a full refund of all premiums paid by Wells Fargo as trustee as of that date, with interest, on each of the four policies issued to the Koenigs.

- 21. AXA informed Mr. Epstein of the rescission of the insurance policies issued to the Koenigs because of the material misrepresentations regarding the Koenigs' net worth and assets contained within the applications, and in accordance with the Agency Agreement, demanded that Mr. Epstein return the \$1,035,726 commission he had received, with interest, in connection with his role as the financial professional on the insurance policies issued to the Koenigs.
- 22. Mr. Epstein refused AXA's demands and Mr. Epstein continues to withhold wrongfully \$1,035,726 of AXA's money, plus interest.

FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT

- 23. AXA repeats and incorporates by reference the foregoing allegations as if fully set forth herein.
- 24. AXA and Mr. Epstein are parties to the Agency Agreement, which is a valid and binding.
- 25. The Agency Agreement provides for the recovery by AXA, with interest, of the commission paid to Mr. Epstein in connection with the issuance of the life insurance policies to the Koenigs.
- 26. AXA has fully performed all of its obligations under the Agency Agreement with respect to Mr. Epstein.
- 27. Mr. Epstein has materially breached the Agency Agreement by failing to: (i) return to AXA the \$1,035,726 in commission paid to Mr. Epstein by AXA in connection with the

issuance of the life insurance policies to the Koenigs and (ii) pay AXA interest at the rate set forth in the Agency Agreement on the \$1,035,726 in commission paid to Mr. Epstein by AXA in connection with the issuance of the life insurance policies to the Koenigs.

28. AXA has suffered damages as a result of Mr. Epstein's breaches of the Agency Agreement in an amount to be determined at trial but in no event less than \$1,035,726 plus interest at the rate set forth in the Agency Agreement.

SECOND CAUSE OF ACTION FOR BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

- 29. AXA repeats and incorporates by reference the foregoing allegations as if fully set forth herein.
 - 30. The Agency Agreement contains implied covenants of good faith and fair dealing.
- 31. Mr. Epstein materially breached the implied covenants of good faith and fair dealing by failing to return to AXA, with interest, the \$1,035,726 in commission paid to Mr. Epstein by AXA in connection with the issuance of the life insurance policies to the Koenigs.
- 32. As a direct and proximate result of Mr. Epstein's material breaches of the implied covenants of good faith and fair dealing in the Agency Agreement, AXA has sustained damages in an amount to be determined at trial but in no event less than \$1,035,726 plus interest at the rate set forth in the Agency Agreement.

THIRD CAUSE OF ACTION FOR UNJUST ENRICHMENT

- 33. AXA repeats and incorporates by reference the foregoing allegations as if fully set forth herein.
- 34. As set forth above, Mr. Epstein has unjustly enriched himself at AXA's expense by, inter alia, wrongfully refusing to return to AXA, with interest, the \$1,035,726 in commission

paid to Mr. Epstein by AXA in connection with the issuance of the life insurance policies to the Koenigs.

- 35. Mr. Epstein is currently wrongfully in possession of \$1,035,726 in commission paid to him by AXA, and has received substantial benefits from the wrongful possession of these monies.
- 36. Equity and good conscience require Mr. Epstein to return to AXA the \$1,035,726 in commission paid to him by AXA.
- 37. By reason of the foregoing, Mr. Epstein has unfairly and improperly obtained, and is continuing to obtain unfairly and improperly obtain, substantial benefits at the expense of AXA. Mr. Epstein has been unjustly enriched by virtue of his improper usurpation of such benefits, and is liable to AXA in an amount to be determined at trial but in no event less than \$1,035,726 plus interest at the rate set forth in the Agency Agreement.

FOURTH CAUSE OF ACTION FOR CONVERSION

- 38. AXA repeats and incorporates by reference the foregoing allegations as if fully set forth herein.
- 39. Since receiving AXA's demand to return, with interest, the \$1,035,726 in commission paid to Mr. Epstein by AXA in connection with the issuance of the insurance policies to the Koenigs, Mr. Epstein has wrongfully withheld these monies and converted these monies to his own use and benefit.
- 40. Despite AXA's demands, Mr. Epstein has refused to return the commission with interest to AXA.

- 41. Mr. Epstein's wrongful withholding of the commission payment and/or interest payments on the monies at issue constitutes an intentional interference with the ownership right of AXA to these monies, which has deprived AXA of the right to possess these monies.
- 42. By reason of the above, AXA has sustained damages in an amount to be determined at trial but in no event less than \$1,035,726 plus interest at the rate set forth in the Agency Agreement.

FIFTH CAUSE OF ACTION FOR REPLEVIN

- 43. AXA repeats and incorporates by reference the foregoing allegations as if fully set forth herein.
- 44. The \$1,035,726 in commission paid to Mr. Epstein is the rightful property of AXA.
- 45. By reason of the above, AXA has sustained damages in an amount to be determined at trial but in no event less than \$1,035,726 plus interest at the rate set forth in the Agency Agreement.

REQUEST FOR RELIEF

WHEREFORE, AXA requests judgment in its favor and against Mr. Epstein as follows:

- 1. Issuing an Order preliminarily enjoining Mr. Epstein from dissipating, transferring, conveying or otherwise encumbering the commission received by Mr. Epstein in connection with AXA's issuance of policies of life insurance to the Koenigs.
- 2. Awarding to AXA all compensatory damages as suffered by AXA as a result of Mr. Epstein's unlawful actions in an amount to be determined at trial but in no event less than \$1,035,726.

- 3. Awarding to AXA interest, including pre and post-judgment interest, on the foregoing sums.
 - 4. Awarding AXA its costs and attorneys' fees in this civil action.
- 5. Ordering that AXA shall have such other and further relief as the Court deems just and proper.

Dated: New York, New York May 14, 2007

KILPATRICK STOCKTON LLP

Joseph Petersen

Christopher Lick

31 West 52nd Street, 14th Floor New York, New York 10019

Tel: (212) 775-8700 Fax: (212) 775-8800

Attorneys for AXA Network, LLC, AXA Equitable Insurance Company and AXA Advisors, LLC

EXHIBIT 1

AGREEMENT BETWEEN

AXA NETWORK, LLC, Its subsidiaries and AXA Network of Texas, Inc., hereinafter collectively called "AXA Network" and the undersigned, hereinafter called the ASSOCIATE

IT IS MUTUALLY AGREED, that

Authority. The Associate, when properly licensed, shall canvass on behalf of AXA Network for applications for insurance policies and annuity contracts to be issued by The Equitable Life Assurance Society of the United States (hereinafter "The Equitable"), or any insurance company affiliate thereof as may be provided by agreement between The Equitable and/or AXA Network and such insurance company affiliate, and the Associate shall collect the first premiums and considerations thereon.

Notwithstanding the foregoing, the Associate shall canvass on behalf of AXA Network for such applications only in jurisdictions in which AXA Network is properly licensed to distribute such policies and contracts.

- The Associate may canvass for Territory. applications for insurance policies and annuity contracts and otherwise operate within any jurisdiction and territory where both the Associate and AXA Network are properly licensed to sell such policies and contracts, but is assigned no exclusive rights in any territory.
- Commissions and Service Fees. The Associate shall be allowed commissions, service fees and additional compensation on premiums, and considerations for insurance policies and annuity contracts secured under this Agreement in accordance with the Schedules of Commissions (issued by AXA Network with notice to the Associate) in force on the date of the application for the policy or contract, as such premiums and considerations become due and are paid. If the Associate held an Equitable agent's agreement immediately prior to entering into this Agreement, the Associate shall continue to be allowed commissions, service fees and additional compensation on premiums, and considerations for insurance policies and annuity contracts secured under such prior agent's agreement in accordance with the applicable schedules of commissions in force on the date of the application for the policy or contract, as such premiums and considerations become due and are paid. Upon termination of this Agreement, however, service fees and additional compensation, if any, shall no longer be allowed, and renewal commissions shall be allowed only as provided in the Vesting Provisions of Paragraph IV below.
- Vesting of Commissions, Renewal commissions on premiums for insurance policies and considerations for annuity contracts secured by the Associate under this Agreement, or under any prior agent's agreement between the Associate and The Equitable in effect immediately prior to this Agreement, to the extent allowable under the applicable schedules of commissions in force on the date of the application for the policy or contract, shall become vested on the occurrence of the earliest of the following events:

- A. Completion of 12 years of continuous service with AXA Network and/or The Equitable, or 10 years of continuous service with AXA Network and/or The Equitable and the attainment of 120,000 production credits. Any period under agreement as an Associate with, or in the service of, The Equitable or any of its insurance company affiliates, or AXA immediately preceding this Agreement or immediately following the termination of this Agreement shall be deemed part of such service.
- B. The Associate's 65th birthday, if this Agreement is then in full force and effect, or if immediately following the termination of this Agreement the Associate continues under agreement with or in the service of AXA Network and/or The Equitable or any of their insurance company affiliates until age 65.
- C. The death of the Associate, if this Agreement is then in full force and effect, or if immediately following the termination of this Agreement the Associate continues under agreement with or in the service of AXA Network and/or The Equitable or any of their insurance company affiliates until death.

If this Agreement shall terminate, a collection charge, as specified in the Schedules of Commissions, shall be deducted from payments of vested renewal commissions, except where such commissions have vested as provided in Sub-paragraphs B or C.

- Assignments. No assignment of this Agreement shall be valid. No assignment of commissions or other payments due or to become due under this Agreement shall be recognized unless written acknowledgment of its receipt and filing is issued by AXA Network.
- Limitations on Associate's Authority. Associate shall have no authority with respect to AXA Network and/or The Equitable or any of their insurance company affiliates other than as expressly stated in this Agreement. Without limiting the generality of the foregoing, the Associate shall not:
- make, alter or discharge contracts,
- waive forfeitures,
- grant permits.
- name special rates or guarantee dividends.
- make any endorsements on policies and annuity contracts.
- accept or issue receipts for deferred or renewal premiums or considerations.
- receive any moneys due or to become due except as specified in Paragraph I of this Agreement or as

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specifically authorized in writing by an officer of AXA Network, provided, however, that any existing, written authorizations to receive any moneys due or to become due, specifically issued to the Associate by an officer of The Equitable under any prior agent's agreement between the Associate and The Equitable, shall remain in full force and effect.

- defiver a policy of life insurance or accident and health insurance unless payment of the premium shall have been made during the applicant's good health, or
- bind AXA Network and/or The Equitable or any of their insurance company affiliates in any way.
- VII. Regulations. This Agreement is subject to such rules and regulations as AXA Network has established or may hereafter establish covering the conduct of its business.
- VIII. Rejections. The Equitable and/or any of its insurance company affiliates shall at all times have the right in their sole discretion to reject any applications for their policies of insurance and annuity contracts.
- IX. Reservation of Rights The rights reserved to AXA Network and/or The Equitable in this Agreement or in any prior agent's agreement between the Associate and The Equitable, including without limitation those contained in Paragraphs X, XI, and XIV, and Subparagraph B of Paragraph XIII, shall survive the termination of this Agreement.
- X. Collections and Return of Property, All collections made by the Associate hereunder shall be kept in trust entirely separate and distinct from other funds, and shall forthwith be paid over in eash to AXA Network. Any and all property of AXA Network held by the Associate shall be returned to AXA Network at an appointed time, or on demand. All unpaid policies or contracts and all other property of The Equitable or any insurance company affiliate thereof held by the Associate shall be delivered to AXA Network at an appointed time, or on demand.
- XI. Indebtedness. AXA Network may offset as a first llen against any claim for compensation under this Agreement any debt due or to become due, hereunder or otherwish, from the Associate to AXA Network or any of its affitiates. Debt not fully satisfied by such offset is a personal debt of the Associate recoverable at any time with interest under AXA Network's rules. "Debt" as used herein includes, but is not limited to, paid but unearned commissions attributable to refunded termination values or to premiums wholly or partially unpaid or refunded, loans, and amounts claimed by AXA Network or any or its affiliates under any account with the Associate.
- XII. Bond. The Associate hereby agrees to furnish, on request, a bond of indemnity satisfactory to AXA Network and maintain the same in force, in such an amount and with such sureties as AXA Network may require. Any bond of indemnity furnished to The Equitable or any of its affiliates shall continue to be maintained by the Associate.

XIII. Termination.

- A. This Agreement shall be terminable forthwith if the Associate shall enter under contract with or into the service of any Insurance company other than The Equitable or any insurance company affiliate thereof, or if the Associate shall fail to comply with any of the provisions or conditions of this Agreement, or if the Associate shall violate any law in force in the territory in which the Associate is doing business.
- B. If this Agreement is terminated by reason of violation of Paragraph X or Sub-paragraphs A and B of Paragraph XIV or Paragraph XV, or if after termination of this Agreement the Associate engages in acts or practices proscribed by Paragraph X or Sub-paragraphs A and B of Paragraph XIV, the Associate shall forfeit all commission interest which might otherwise have been acquired under any agreement with AXA Network or under any prior agreement between the Associate and The Equitable.
- C. This Agreement shall be terminable by AXA Network upon 30 days prior written notice to the Associate where the Associate in the sole discretion of the Branch Manager has failed to achieve applicable production standards.
- D. Unless otherwise terminated, this Agreement may be terminated by either party with or without cause, by a notice in writing delivered personally, or mailed to the other party at the last known address, at least thirty days before the date therein fixed for such termination.

XIV. Unauthorized Practices.

- A. Twisting. The Associate shall not at any time induce or endeavor to induce policyowners of The Equitable or any insurance company affiliates thereof to relinquish their policies or contracts.
- B. Proselyting. The Associate shall not at any time induce or endeavor to induce associates of AXA Network to terminate their relationship with AXA Network in order to become sales representatives or sales managers with another insurance company, agency, or broker.
- C. Rebates. The Associate shall under no circumstances pay or allow, or offer to pay or allow, any rebate of premium or consideration in any manner whatsoever, directly or indirectly.
- XV. Adverse Activity. The Associate shall not violate any law in force in any territory in which the Associate is doing business. Additionally, the Associate shall not engage or become involved in any activity or other conduct or association, whether or not lawful, which affects or tends to affect adversely the reputation of AXA Network and/or The

Equitable, or their affiliates, or of any of their associates or employees generally or specifically in their community, or which easts odium on them or on the officers or directors of AXA Network and/or The Equitable, or their affiliates or which might otherwise be detrimental to the business of AXA Network and/or The Equitable or their affiliates.

XVI. Associate Benefit Program. The Associate may participate in the Associate Benefit Program as now or hereafter provided by AXA Network to the extent for which such Associate is qualified. The Associate shall not be eligible for workers' compensation benefits.

XVII. Independent Contractor. Nothing contained herein shall be construed to create the relationship of employer and employee between AXA Network or The Equitable and the Associate. The Associate shall be free to exercise independent judgment as to the persons from whom applications for policies and annuity contracts will be solicited and the time and place of solicitation.

The Associate shall abide by the rules and regulations of AXA Network in accordance with Paragraph VII hereof but such rules and regulations shall not be construed so as to interfere with the freedom of action of the Associate as described in this Puragraph.

XVIII. Violations. Without prejudice to AXA Network's right of termination under Paragraph XIII hereof, AXA Network shall have the right, if the Associate shall violate any of the terms of this Agreement, to suspend and withhold payment of any commission or service fee otherwise payable hereunder or under any prior agreement between the Associate and The Equitable, until satisfied that such violation has ceased or been cured.

XIX. AXA Network's Prior Right. While this contract is in effect, the Associate shall not, and shall not agree to, solicit, obtain or submit any application to any company other than The Equitable or any insurance company affiliate thereof, for any insurance policy or attentity contract, nor shall the Associate in any other way assist in obtaining or providing any such insurance or annuity from any such other company, unless specifically authorized in writing by AXA Network, provided, however, that any existing, written authorizations issued by an officer of The Equitable shall remain in full force and effect.

XX. Sole Agreement. This Agreement is intended to be the entire and final understanding of the parties hereto, with respect to the Associate's authority as specified in Paragraph I of this Agreement, and shall supersede all prior agreements if any, of the parties hereto with respect to such Associate's authority only. In addition, as of the date on which AXA Network becomes properly licensed in a particular jurisdiction to distribute insurance policies and annuity contracts of The Equitable or any of its insurance company affiliates, this Agreement shall supersede any agent's agreement between the Associate and The Equitable, to the extent than in effect, for the sale of such policies and contracts in that particular

jurisdiction. This Agreement may not be modified other than by a writing approved by an officer of AXA Network. It is understood, however, that all existing obligations to AXA Network and/or The Equitable heretofore incurred or assumed by the Associate, and existing liens created in connection therewith, shall continue to exist, and the Associate's rights under any prior contracts and agreements, with AXA Network and/or The Equitable are not impaired, provided, however, that any rights under any prior agent's agreement between the Associate and The Equitable and/or AXA Network shall not be in addition to any rights accorded the Associate under this Agreement.

XXI. Effective Date. This Agreement shall take effect in any jurisdiction where the Associate is properly licensed to sell insurance policies and annulty contracts of The Equitable or any of its insurance company affiliates, as of the later of (a) January 1, 2000, (b) the date on which AXA Network becomes properly licensed to distribute such policies and contracts in that particular jurisdiction or (c) the date this Agreement is duly signed by the Associate and countersigned by an authorized representative of AXA Network.

IN WITNESS WHEREOF, the parties to this Agreement have subscribed their names this 1 day of April . 25.05.

EXECUTED IN OUR LICATE

ASSOCIATE

1740 Ocean Ave #36

BKYM, NY 11230.

AXA NETWORK, LLC for itself and its subsidiaries and as agent of AXA Network of Texas, Inc.

AUTHORIZED REPRESENTATIVE

116684

(219-1405-91-8) 14A (;di(iqu

EXHIBIT 2



ZAXA ADVISORS

FINANCIAL PROFESSIONAL INFORMATION

October 27, 2000 No. 00-014

Subject:

Commission Recovery Plan/Commission Prepayment

Summary:

Commission recovery rates, the differences between the three recovery plan balances, interest charges and commission prepayment procedures are restated and updated.

Key Points:

- The basis of commission recovery rates is changing from prepaid/non-prepaid to first-year/renewal, effective November 3, 2000.
- Self-employed status financial professionals must pay off employee earnings recovery plant balances with personal checks.
- Compensation on business produced by financial professionals while at self-employed status
 will never generate benefits-bearing earnings.
- Interest at the rate of one percent above the prime rate is charged on recovery plan balances exceeding \$1,000 for more than 30 days.
- Financial professionals receive prepaid commissions on non-annual mode Equitable life and health
 policies unless they elect otherwise or are restricted by management.

This Financial Professional Information (FPI #00-014) supercedes Associate Information Guides (AIGs) #87-3, #92-78 and #99-55 which are now recinded.

Commission Recovery Rates

Effective November 3, 2000, the basis of commission recoveries is being changed from a prepaid/non-prepaid commission basis to a first-year/renewal (including service fees) commission basis.

Standard recovery rates are 50% of first-year commissions and 10% of renewals. All available commissions are applied against Not Taken Out (NTO) commission recoveries. Commissions on policies that had recoveries in the previous 100 days are applied at the rate of 100%, up to the amount of the policy specific recovery. Such situations are frequently seen as pluses and minuses for the same policy in the same payroll period. Financial professionals may request, through their branch operations manager, that their recovery rates be increased, permanently or for a limited time, to reduce recovery plan balances more quickly.

AXA Advisors reserves the right to increase commission recovery rates for any financial professional when his or her total balance exceeds \$10,000 or the balance is not likely to be paid off in the next 12 months at the financial professional's current production level.

Commission Recovery Balances

Depending on benefits-eligibility status, a financial professional may have up to three separate commission recovery plan balances;

Employee Earnings Recovery Plan Balance

The employee earnings balance is derived from commission recoveries on policies or contracts with register dates that fall within a period when the financial professional was benefits eligible.

Self-employed financial professionals who do not receive retirement benefits (see Associate Information Guide #00-37 or the current annual benefit plan eligibility document) cannot pay off an employee earnings balance with current commission earnings (first year or renewal). Therefore, in such instances, a personal check must be used to make the payment. Checks made payable to AXA Advisors should be sent to:

Recovery Plan Administration/Human Resources

The Floor - Area C 1290 Avenue of the Americas

New York, NY 10104

Financial professionals who receive retirement benefits will have renewal compensation on business produced prior to retirement applied to their outstanding employee earnings balances.

Self-employed/AXA Advisors Earnings Recovery Plan Balance

The self-employed earnings balance is derived from commission recoveries generated on insurance and annuity business that was produced while the financial professional was at self-employed status, and all securities business (except that produced under a 20th Edition contract). (Financial professionals who receive retirement benefits through the benefits program — or financial professionals who are ineligible to participate in the benefits program — are considered self-employed). Only self-employed and securities earnings can be applied to this balance. Therefore, the compensation generated on insurance and annuity business that was produced while the financial professional was at employee status (benefits eligible) cannot be applied to this balance.

A financial professional with a large self-employed balance should consider payment by personal check or increasing the recovery rate, as indicated above, to avoid interest charges.

It should be understood that compensation on business produced while at selfemployed status will never generate benefits-bearing earnings, even if benefits-eligible status is achieved during a later period.

FICA/Non-benefit Earnings Recovery Plan Balance

The FICA/non-benefit balance is derived from commission recoveries that occur on business that was produced while the financial professional was benefits eligible (employee status) and was paid during a period in which the financial professional was considered to be self-employed.

Self-employed financial professionals will seldom have such a balance, which will usually be paid off by the renewals on business placed as a benefits-eligible financial professional.

Recovery Plan Interest Charges

Interest is charged on recovery plan balances of \$1,000 or more that are outstanding for at least 30 days according to the following procedures/provisions:

- Interest is calculated and charged at the annual rate of one percent above the current prime rate. The rate will be updated whenever there is a change, up or down, in the published prime rate.
- Simple interest is charged on a weekly basis. If the previous, most recent closing balance at least 30 days prior or the current balance is less than \$1,000, no interest is charged for the current week.
- Interest is deducted automatically from commissions, after recovery plan items, taxes
 and other mandatory items, but before voluntary deductions. If there are insufficient
 commissions to pay the interest, any interest balance is carried forward until satisfied.
- Interest balances are not subject to interest charges and are not added to the recovery plan balances.
- Uncollected interest and the current week interest calculation are printed on a separate statement support document.

First-Year Commission Prepayment

Unless otherwise elected or restricted by management, financial professionals will receive prepaid (annualized) commissions and production credits subject to certain limits for variable life policies (see AIG #00-72) on Equitable life and health policies with non-annual premium payment modes.

Prepayment is based on 97.5% of the full commission. Production credits are also allowed at the same rate.

AXA Advisors reserves the right to revoke a financial professional's prepayment privilege or to restrict or defer the disbursement of prepaid commissions on a case-by-case basis.

Commissions will not be prepaid for policies on a financial professional's own life, or the life of a member of his or her immediate family or when he or she is personally responsible for the payment of the premium.

Financial professionals may elect not to receive prepaid commissions on all future business or on a specific case. The local branch operations manager should be consulted to implement such an election.

For additional information, contact the Regional Support Group at (212) 314-4408, option 3.

Release approved by: Patrick J. Caulfield Senior Vice President AXA Client Solutions (I/R Code: 1850)

EXHIBIT 3



Field Bulletin

April 24, 2006 FB 06-198R Revised

See revisions under "For More Info."

This bulletin supersedes FB 04-454, which is now rescinded.

Audience:

AXA Advisors Financial Professionals

Re:

Revised Schedule of Commissions and Service Fees

What's New:

 Revised Schedule of Commissions and Service Fees for FPs and brokers, applicable to products listed below.

When:

The attached commission schedule is effective immediately, is part of all current and future FP and broker agreements with AXA Network and/or its affiliates, and should be filed with current contracts.

For More Info:

See details on the following pages. For more information, contact your branch operations manager.

Revision	Details
Revised commission schedule for Athena Universal Life II policies for issue ages 70 and older, effective August 14, 2006.	FB 06-374
IL '06 commission rate revision effective with applications dated September 8, 2006 and later.	FB 06-380
Commission change for Accumulator and EQUI-VEST [®] IRA and NQ markets on contributions for annuitants ages 76 through 80, effective September 18, 2006.	FB 06-409

**If the future income stream from the TSA book of business is sold by the Original Service/Commission Financial Professional, the buyer will assume all vesting rights.

When the TSA Advantage Account Value equals or exceeds \$15,000, the renewal service fee to the beneficiary will be discontinued and replaced with an asset-based trail (without PCs) made payable to the beneficiary/estate.

Any rollovers or increased contribution to a TSA Advantage contract during the first 10 contract years when an asset-based trail is paid will result in an increase of the account value and corresponding asset-based trail to the beneficiary. No additional compensation will be paid to the Assigned Service/Commission Financial Professional(s). After the 10th contract year, the asset-based trail (with 40% PCs) will be paid to the Assigned Service/Commission Financial Professional(s).

If the premium or consideration on any policy or contract secured hereunder is not paid on or before the end of any grace period, pursuant to the terms of the policy or contract, AXA Equitable will not be liable to the Financial Professional for further commissions or service fees thereon, except as defined from time to time in AXA Equitable's rules.

AXA Equitable may, under its rules, pay commissions on a pre-payment (i.e., annualization) basis, in advance of the date a premium becomes due and is paid to AXA Equitable or its subsidiary.

If any premium or consideration is not paid to AXA Equitable or its subsidiary, or if AXA Equitable or its subsidiary refunds any premium or consideration, including a termination value in the nature of a pro-rata part of a premium, any compensation paid or prepaid with respect to such premium will be unearned. As a result, AXA Equitable may offset the same against any claim for compensation, to the extent the compensation is not offset, the same will, upon termination of the Financial Professional's or Broker's Agreement, become a personal indebtedness of the Financial Professional or broker, which AXA Equitable may recover from the Financial Professional or broker, personally.

The Financial Professional's rights to any additional or special compensation of any kind under independent contractor (other than 12th Edition) agreements entered into after February 1, 1974, will be governed by AXA Equitable's rules, in effect at the time of payment. Examples of such compensation include, but are not limited to, increased service fees for policy years 11th and later.

First-year and renewal rates (including service fees) on policies that include additional benefit provisions will be the same as the rates for the basic policy, unless otherwise noted in the Schedules.

No commissions or service fees will be allowed on premiums charged for any extra hazard except as determined by AXA Equitable under its rules. First-year commissions of 10% will be paid on any temporary extra premiums on Equitable Whole Life (EWL) and AXA Equitable term products, only.

The commissions and service fees shown in the accompanying Schedules will not apply if the premium is a result of an internal replacement. Internal replacement guidelines and compensation can be changed by AXA Equitable at its discretion. Refer to Associate Product News (APNs) #92-7, #92-8, #92-20, #92-21, #92-31, #97-5, #97-18, #98-1, Field Bulletins #02-299RR (Revised), #02-300RR (Revised), #03-252, #03-253, #03-543, #04-173, #04-235 and Associate Information Guide (AIG) #96-13 for the rules on Financial Professionals' compensation involving internal replacements. Commissions are not paid on the amount of any loan carried over to the new policy as part of a Section 1035 exchange.

If a policy is issued as a result of a Term Conversion and the Term Conversion Credit applied to the new policy is commissionable under AXA Equitable's rules, the first-year commission on the portion of the new premium equal to the Term Conversion Credit will be at a rate equal to one-half of the applicable first-year rate for the new permanent policy. If a policy is issued as a result of a Term Conversion, and the Term Conversion Credit applied to the new policy is non-commissionable under AXA Equitable's rules, no compensation will be paid on the portion of the new premium that equals the Term Conversion Credit.

The service fees shown in the Schedules, unless otherwise noted, will be allowable only while service to the policyowner satisfies both the policyowner and AXA Equitable and in the judgment of AXA Equitable, no other Financial Professional, non-affiliated Financial Professional or AXA Equitable is rendering any service to the policyowner. Except for Equitable Life Account (ELA), Transferable Service Fees and Service Fees are split among all active Financial Professionals/brokers in proportion to the Financial Professionals'/Brokers' commission interests. Transferable Service Fees for ELA are paid to the Financial Professional designated to receive all Transferable Service Fees. Service fees are subject to vesting rules; Transferable Service Fees are not. Transferable Service Fees and Asset-Based Compensation, if available, for all life products are not subject to vesting rules and will be paid to the Financial Professional(s)/broker(s) assigned to service the policy.

EXHIBIT 4

	AME	NDMENT TO	APPLICATION	
Name of Proposed Insured:	Май	Koenig	Application Dated: ;4/4	786'.
	First Middle	Initial Last		
Policy or Contract	No.: 156 208 141	<u> </u>		
	TO THE AX.	a equitable li	FE INSURANCE COMI	PANY
Yo	our application is h	ereby amended by the	undersigned in the following	particulars:
Do you intend to copy of the finance	finance my of the pre- ting or lose agreemen	miven required to pay for t t)	his policy through a financing or lo	_
Check all of	the following that app	ely and complete requested	Information:	NO DYES
Loan_ Loan R		b) Identify Source of Loan		_
Casts_	(% of pre	mium)		•
Existing	g life insurance policy	or contract(%	of promium)	
_	Investments	(% of preant		
• Are you, the Own transaction? (11)	ner, Proposed Insured, yes, describe the ladu	or any person or antity, be cement)	olng paid (cash, services, etc.) as an	biducement to enter into this D Yes No
Picase state the re	eason von are ourchas	ing this policy (i.e., estate :	planning, business insurance, etc.)	J
Estate Planning.	, , , , , , , , , , , , ,			
This agreendment is to thus taken as a whole:	are to be considered a octs the statements an	s the basis for and as part o	e agromount therein contained; said of the policy or contract. To the be- in continue to be, without material	of my (our) knowledge and
Dated at	<u>گرمعادا</u> م	NY	× Mode Ho	15/06
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Signature of Purch	aser, if other than	Applicant	Signature of Applica	ot .
AGENT:	ASU: AG	ENCY:		
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EV 237-491 / 188-237E Application Amendment AMIGV-2005 App

AMENDMENT TO APPLICATION

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The appl	TO AXA EQUIT	nended by the v	undersigne		nularer
The appl	ication is hereby an	nended by the v	undersigne		Milerer
				d in the following partic	milere
ISSUE WITH PLAN	TO BE ATHENA	UNIVERSAL L	IFE II.		cuera.
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application and this an policy. To the best of	endment thus take f my knowledge a	n as a whole ar	e to be co	bject to the agreement to ensidered as the basis for respects the statements lets as of the date of th	or and as a part of the
	Dated at	Brocklyn		M _	5125100
	D4100 11	(City)		(State)	
			~	Mali from	ig
Signature of Pur	chaser if other than	Applicant		Signature of Ap	
Agent;					
Agency:					

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☐ AXA Equitable Life Insurance Company 1290 Avenue of the Americas New York, NY 10104 ☐ MONY Life Insurance Company of America 1290 Avenue of the Americas New York, NY 10104 Application For Life Insurance Part 1 Form No. LIFEAPP-GA/OR (2005)

PROPOSED INSURED (Print Name as it is to appear on the policy.) Please print in ink.	
Proposed Insured March	
A. Full Name: First MAI M.L. Last KOENIG	_ B. Gender: 🛘 Male 🗷 Femal
C. Home Address: Redacted	
City/Municipality Brooklyn County/Parish State Ay	
D. Home Phone No. RedactedBest time to Call: Best phone no. to be contacted	ed:
E. Dale of Birth: Kedacted F. Place of Birth: Grade (State	/County)
	icted
I. Driver's Lic. No.: No.: State:	
J. U. S. Cilizen? 🛱 Yes 🗆 No* II No, Country U.S. Visa type Passport # or U.S. Visa #	# of years in U.S
K. Currently employed? Yes No ORetired	
IL. Current Occupation(s): (1) Title: N/A ReTice (2) Duties (2) Duties (2) Duties (2) Duties (3) Duties (4) Duties (4) Duties (5) Duties (5) Duties (6) Duties (6) Duties (7) Du	(3) How Long?
M. Employer Name:	
N. Employer Arkitess	
No.& Street City	State Zip + 4 Code
O. Annual Earned Income (Income Irom occupation) \$ \(\frac{\sqrt{A}}{A} \) P. Net Worth \$ _2(C Million
If the Proposed Insured and/or policy owner is not a U.S. Person (U.S. Citizen or U.S. Corporation, Partnership, or Trust establish state of the United States) then he, she or it may have to provide additional documentation, including IRS form W-8 BEN.	ed or organized under the laws of a
COVERAGE INFORMATION	
A. Plan of Insurance 11L II Amount of Insurance \$ 10 m.lll	20
	Hion or larger complete Financial
To select dividend options on EWL or Riders on all Non-VUL Plans	
complete Optional Benefits Supplement.)	
B. Complete for UL or VUL only (1) Death Benefit Option Schoption A Doption B	
(2) Planned Periodic Premium \$ 1, 25 1940	
	alue Accumulation Test
Premium Mode: M. Annual	·
System-Matic (Complete S-M form and check applicable box) Quarterly (only available for UL and VUL)	
E. Salary Alloument (1) Unit Name (2) Unit/Sub Unit. No. (3) Unit Rec (Specify Allotter name, if other than insued, in Remarks.)	gister Date
F. Date Policy to save Insured Age? ☐ Yes 55.No	
 Co. 1. Do you, the owner, intend to use or transfer the policy for any type of pre-death financial settlement, such as vialical settlement for any other secondary market?	
provider?	
1. Will the coverage applied for replace or change any life insurance or annuities? Yes EkNo Is this a 1035 Exchange?	□ Yes 與 No
If "Yes", complete: (If additional room is needed, please use Remarks Section.) Amount \$ Company Issue Year Policy Number DI	do El Crouro El Annuibu
	, ,
Amount \$ Company Issue Year Policy Number □L	
J. Is this a Term Policy/Rider Conversion or Purchase Option? Yes No II "Yes", complete Term Policy/Rider or Purchase	•
 Complete if Proposed Insured is under age 15: State total amount of insurance in force on the file of apparent, if greater \$	opficant or child's
b) Are any other children in the family insured for a lesser If "Yes" nive details	amouni? ☐ Yes ☐ No .

	BENEFICIARY/OWNER		
A.	Beneficiary (Total designation must be 100%. Use Remarks section for additional Beneficiary information.) Beneficiary Full Name Relationship to Insured Percent Primary: MQ1: Koenic, Insurance Trus+ A. 05/11/04.	age	
	Contingent:		<u> </u>
₽.	Owner (The Owner of this policy is the Insured unless otherwise specified below. Enter name of successor owner in Remarks.)		-
	Provide the Applicant's name, address and Taxpayer ID, if different from the Insured and Owner, in Remarks Section.		
	If the Owner is the Trust provide the name of the Trust.		
		lacted	
		te 303	50
	U. S. Citizen?	s in U.S	_
	Relationship to Insured Date of Birth		
	Name of Trustee (L) o Lts. Far y o BANK, N.A. Date of Trust Agreement 5. //- Ob		
٠	If the policy owner is not a U.S. Person (U.S. Citizen or U.S. Corporation, Partnership, or Trust established or organized under the laws of a statthen he, she or it may have to provide additional documentation, including IRS form W-8 BEN.	e of the Unit	ed State
3	GENERAL INFORMATION (Proposed Insured) List details of all answers in the Remarks section.		
A.	Ever had a driver's license suspended or revoked, or within the last 5 years, been convicted of reckless or negligent driving or		
	driving under the influence of alcohol or drugs?	☐ Yes	FQ No
В	(If "Yes", include dates, types of violations, and reason for suspension or revocation in Remarks.)	□ Yes	XII. No
₿.	Any plans to travel or reside outside the United States? (If "Yes", complete Foreign Residence and Travel Supplement.)	u ies	E (-No
C.	Have you been disabled for 2 or more weeks within the last 2 years?	O Yes	157-No
D.	In the last year flowri other than as a passenger or plan to do so?	☐ Yes	₩ No
	(If "Yes", complete Aviation Supplement.)		•
E.	Engaged within the last year or any plan to engage in motor racing on land or water, underwater diving, skydiving, ballooning,		
	hang gliding, parachuting or flying ultra-light aircraft or other hazardous sports or hobbies?	□ Yes	III No
_	(If "Yes", complete Avocation Supplement.)	□ Vac	[Allo
F.	In the last 10 years Ever had an application for life or health insurance that was declined, required an extra premium or other modification? (If "Yes", state companies and provide full details in Remarks.)	□ Yes	IQ No
G.		□ Yes	E No
	(If "Yes" in "Remarks", state full details of offense and penalty, with dates.)		•
H.	Do you currently use any form of tobacco or nicotine product?	Frequen	су
L	Have you ever used any form of tobacco or nicotine product?		
5	MEDICAL INFORMATION (Proposed Insured) Please Note: Complete this section even if a paramedical or medical exam is	being ord	ered.
A.	Height 5_Ft_1_in.; Weight 12.7_lbs.		
-	Personal Physician Name pleas See Cema CKS		
₽.			
	Address		_
C. D.	Address Date and Reason for Last Visit in the Last 5 Years On the Address Character and the Last 5 Years Character and The	FCB O	- द
C. D. E.	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state)	FCBO	- ፫
C. D. E. Ha	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured:	FCB O	- ፫ –
C. D. E. Ha	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer,		_
C. D. E. Ha F.	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder?	□Yes	
C. D. E. Ha F.	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer,		
C. D. E. Ha F.	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder? In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility?	□Yes	
C. D. E. Ha F.	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder? In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility? (Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.) In the last 10 years: 1. Used, except as legally prescribed by a physician, tranquilizers, barbiturates or other sedatives; marijuana, cocaine, hallucinogens or other	□ Yes -120 Yes	
C. D. E. Ha F.	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder? In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility? (Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.) In the last 10 years: 1. Used, except as legally prescribed by a physician, tranquilizers, barbiturates or other sedatives; marijuana, cocaine, hallucinogens or other mood altering drugs; heroin, methadone or other narcotics; amphetamines or other stimulants; or any other illegal or controlled substances	□ Yes ¬XX Yes	184 No
C. D. E. Ha F.	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder? In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility? (Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.) In the last 10 years: 1. Used, except as legally prescribed by a physician, tranquilizers, barbiturates or other sedatives; marijuana, cocaine, hallucinogens or other mood altering drugs; heroin, methadone or other narcotics; amphetamines or other stimulants; or any other illegal or controlled substances (If "Yes", complete Substance Usage Supplement.)	□ Yes ¬XX Yes	184 No
C. D. E. Ha F.	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder? In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility? (Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.) In the last 10 years: 1. Used, except as legally prescribed by a physician, tranquilizers, barbiturates or other sedatives; marijuana, cocaine, hallucinogens or other mood altering drugs; heroin, methadone or other narcotics; amphetamines or other stimulants; or any other illegal or controlled substances (If "Yes", complete Substance Usage Supplement.) 2. Received courseling or treatment regarding the use of alcohol or drugs including attendance at meetings or membership in any	□ Yes ¬XX Yes	184 No
C. D. E. Ha F.	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder? In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility? (Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.) In the last 10 years: 1. Used, except as legally prescribed by a physician, tranquilizers, barbiturates or other sedatives; marijuana, cocaine, hallucinogens or other mood altering drugs; heroin, methadone or other narcotics; amphetamines or other stimulants; or any other illegal or controlled substances (If "Yes", complete Substance Usage Supplement.) 2. Received counseling or treatment regarding the use of alcohol or drugs including attendance at meetings or membership in any self-fielp group or program such as Alcoholics Anonymous or Narcotics Anonymous?	□Yes • X Yes ? □Yes	ESC No.
C. D. E. Ha F. G. H.	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder? In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility? (Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.) In the last 10 years: 1. Used, except as legally prescribed by a physician, tranquilizers, barbiturates or other sedatives; marijuana, cocaine, hallucinogens or other mood altering drugs; heroin, methadone or other narcotics; amphetamines or other stimulants; or any other illegal or controlled substances (If "Yes", complete Substance Usage Supplement.) 2. Received courseling or treatment regarding the use of alcohol or drugs including attendance at meetings or membership in any	□ Yes ¬XX Yes	TESTAN
C. D. E. Ha F. G. H.	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder? In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility? (Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.) In the last 10 years: 1. Used, except as legally prescribed by a physician, tranquilizers, barbiturates or other sedatives; marijuana, cocaine, hallucinogens or other mood altering drugs; heroin, methadone or other narcotics; amphetamines or other stimulants; or any other illegal or controlled substances (If "Yes", complete Substance Usage Supplement.) 2. Received counseling or treatment regarding the use of alcohol or drugs including attendance at meetings or membership in any self-help group or program such as Alcoholics Anonymous or Narcotics Anonymous? (If "Yes", complete Substance Usage Supplement.)	□Yes • X Yes ? □Yes	ESC No.
C. D. E. Ha F. G. H.	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder? In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility? (Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.) In the last 10 years: 1. Used, except as legally prescribed by a physician, tranquilizers, barbiturates or other sedatives; marijuana, cocaine, hallucinogens or other mood altering drugs; heroin, methadone or other narcotics; amphietamines or other stimulants; or any other illegal or controlled substances (If "Yes", complete Substance Usage Supplement.) 2. Received counseling or treatment regarding the use of alcohol or drugs including attendance at meetings or membership in any self-help group or program such as Alcoholics Anonymous or Narcotics Anonymous? (If "Yes", complete Substance Usage Supplement.) In the last 10 years, been:	□Yes • X Yes ? □Yes	EZ No.
C. D. E. Ha F. G. H.	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder? In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility? (Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.) In the last 10 years: 1. Used, except as legally prescribed by a physician, tranquilizers, barbiturates or other sedatives; marijuana, cocaine, hallucinogens or other mood altering drugs; heroin, methadone or other narcotics; amphetamines or other stimulants; or any other illegal or controlled substances (If "Yes", complete Substance Usage Supplement.) 2. Received counseling or treatment regarding the use of alcohol or drugs including attendance at meetings or membership in any self-help group or program such as Alcoholics Anonymous or Narcotics Anonymous? (If "Yes", complete Substance Usage Supplement.) In the last 10 years, been: Diagnosed with, or treated for, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC) by a member of the medical profession?	□Yes XYes ? □Yes □Yes	BECHO DECHO
C. D. E. Ha F. G. H.	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder? In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility? (Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.) In the last 10 years: 1. Used, except as legally prescribed by a physician, tranquilizers, barbiturates or other sedatives; marijuana, cocaine, hallucinogens or other mood altering drugs; heroin, methadone or other narcotics; amphetamines or other stimulants; or any other illegal or controlled substances (If "Yes", complete Substance Usage Supplement.) 2. Received counseling or treatment regarding the use of alcohol or drugs including attendance at meetings or membership in any self-fielp group or program such as Alcoholics Anonymous or Narcotics Anonymous? (If "Yes", complete Substance Usage Supplement.) In the last 10 years, been: Diagnosed with, or treated for, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC) by a member of the medical profession? Family History Age if Living Cause of Death	□Yes *XYes ? □Yes □Yes	BECHO DECHO
C. D. E. Ha F. G. H.	Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder? In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility? (Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.) In the last 10 years: 1. Used, except as legally prescribed by a physician, tranquilizers, barbiturates or other sedatives; marijuana, cocaine, hallucinogens or other mood altering drugs; heroin, methadone or other narcotics; amphetamines or other stimulants; or any other illegal or controlled substances (If "Yes", complete Substance Usage Supplement.) 2. Received counseling or treatment regarding the use of alcohol or drugs including attendance at meetings or membership in any self-help group or program such as Alcoholics Anonymous or Narcotics Anonymous? (If "Yes", complete Substance Usage Supplement.) In the last 10 years, been: Diagnosed with, or treated for, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC) by a member of the medical profession?	□Yes XYes ? □Yes □Yes	BE NO

No.	Mness, Treatment, and Number of Attacks, (include specific diagnosis and medication)	Onset Date	Recovery Date	If disabled, How long?	Doctor, Clinic, or Hospital Complete Address and Phone Number
_					
		- 	<u> </u>	-	
			<u> </u>	 	-
			 		
	<u> </u>				
ARKS ide details owner is	for any of the questions, and any other additional a Qualified Plan, please indicate the qualified p	onal remarks. Nan and type	signed	additional sh and dated by sional.)	eet of paper if necessary; and it must be the Proposed Insured, Owner, and financi
DC	Kaiser 718-941-	5600			or. Scheter 718-376
46	5 Ocean PKNy			2	350 OCEAN PKWY
Bro	OK 1/2 1/2 18			B	TOOKING MY
bc.	Coch 718-854-21	44		Ple	ose See ConTrac
48	15 14th AVE.			#	156203466 FOR
Bro	OK/m NV 1121	5			Doctors info
					/ .
COMPLET	E IF MONEY IS PAID WITH THE POLICY:				
Amount no	id with this Application t		•		·
•	id with this Application: \$ dersigned read, signed and received a copy of the	Temporary In	surance Ann	ement and do	they agree to the conditions of the Tempora
	Agreement, including:	. Temporary m	out a lice right	concing and ac	They agree to the conditions of the Ferripus
• •	quirement that all of the conditions in that Agreem	ent must be m	et before any	temporary ins	urance takes effect, and
(ii) the \$	1,000,000 insurance amount limitations, and				
,,	ne Person Proposed for Insurance is at least 15 da	ys of age and	not older tha	n 75 y ears of a	* '\
(iii) that t	*				
(iii) that the Nation of the N	arry Person Proposed for Insurance has been diagnose		•	•	yndrome
(iii) that the No," or if (AIDS) or A	any Person Proposed for Insurance has been diagnose IDS Related Complex (ARC) by a member of the medic a stroke, or a heart attack within the last year, a premi	al profession wit	hin the last 10	years or	
(iii) that the No," or iif (AIDS) or A	IDS-Related Complex (ARC) by a member of the medic	al profession wit	hin the last 10	years or	
(iii) that the No," or it (AIDS) or A had cancer	IDS-Related Complex (ARC) by a member of the medic	al profession wit	hin the last 10	years or	
(iii) that the Wino," or it (AIDS) or A had cancer, REEMENT.	IDS-Related Complex (ARC) by a member of the medic a stroke, or a heart attack within the last year, a premiu	al profession wit im may not be p	thin the last 10 aid before the	years or policy is delivere	rd
(iii) I hat II II Tho," or ii (AIDS) or A had cancer REEMENT. (1) The st acting (2) The II	IDS-Related Complex (ARC) by a member of the medic a stroke, or a heart attack within the last year, a premit Each signer of this application agrees that: atements and answers in all parts of this application as	al profession with may not be possible	thin the last 10 aid before the plete. We (the	years or policy is delivere Company check insurance takes	ed on page 1 of this application) may rely on the effect if money is paid before the policy is deliv

(4) No financial professional or medical examiner has authority to modify this Agreement or the Temporary Insurance Agreement. Or to waive any of our rights or requirements. We shall not be bound by any information unless it is stated in Application Part 1 or Part 2 (Paramedical or Medical exam).

(5) I acknowledge receipt of the Living Benefits Brochure (Accelerated Death Benefit Rider Brochure), where applicable.

AXA Equitable Life Insurance Company

■ MONY Life Insurance Company of America

ACKNOWLEDGEMENT OF UNDERWRITING PRACTICES

I (we) acknowledge that I (we) have received a statement of the Underwriting Practices of the Company (ies) which describes from whom and why the Company (ies) obtains information on my (our) insurability, to whom such information may be reported and how I (we) may obtain it. The statement contains the notice required by the Fair Credit Reporting Act.

AUTHORIZATIONS

TO OBTAIN HEALTH INFORMATION

I (we) authorize any physician, hospital, clinic, medical practitioner, medical testing laboratory, pharmacy or other health care provider, health plan or insurance company (including our Company, with respect to other coverages), or any prescription drug or pharmacy benefit manager or administrator, and the Medical Information Bureau to disclose to the Company (jes) and its authorized representatives any and all information, whether fact or opinion, they may have about any diagnosis, treatment, prognosis, genetic test records, findings and/or results regarding my (our) past, present or future physical or mental condition.

TO OBTAIN NON-HEALTH INFORMATION

I (we) authorize any employer, business associate, government unit, financial institution, consumer reporting agency, the Medical Information Bureau, my (our) insurance agency and my (our) financial professional to disclose to the Company (ies) and its authorized representatives any information they may have about my (our) occupation, avocations, finances, driving record, character and general reputation. I (we) authorize the Company (ies) to obtain investigative consumer reports, as appropriate,

I (we) understand that the information obtained will be used by the Company (jes) to determine my (our) eligibility for life insurance coverage and such other uses specified in accordance with the Underwriting Practices attached to this application. In addition, information may be disclosed to the Medical Information Bureau (MIB) who, upon request, may disclose such information about you in its file to another member company with whom you apply for life or health insurance or to whom a claim for benefits may be submitted; when requested by a government agency; in connection with a legal or arbitration proceeding; or for other purposes as required or permitted by applicable law. If a policy is issued to me (us), this information may also be used in the future to administer my (our) policy and process claims made under the policy.

COVERAGE CONDITIONS

I (we) understand that the Company (ies) is conditioning the issuance of coverage on the provision of this authorization, and that, while I (we) may refuse to sign this authorization, my (our) refusal to do so could result in coverage not being issued.

ADDITIONAL AUTHORIZATIONS

You have advised me (us) that the Company (ies) may request additional authorizations in order to obtain the information the Company (ies) needs to complete its review of my (our) application and, if the policy is issued, in connection with any claim asserted under the policy, I (we) understand that I (we) am (are) not obligated to provide these additional authorizations but that, if I (we) choose not to provide them, this application and any claim made under the policy, if issued, may be rejected.

Unless otherwise revoked, I (we) agree that this authorization will expire on the earlier of the date that the Company (les) declines my application for coverage or, if a policy is issued, 24 months from the date of my (our) application. I (we) understand that I (we) may revoke my (our) authorizations at any time, except to the extent that the Company (ies) has taken action in reliance on this authorization, this application and any claim made under the policy, if issued, may be rejected. My (our) revocation must be submitted in writing to: Chief Underwriter of the Company checked above and on the front page of this application, 1290 Avenue of the Americas, New York, New York 10104.

COPY OF AUTHORIZATIONS

I (we) have a right to ask for and receive true copies of this Acknowledgement and Authorization Form and all other authorizations signed by me (us). I (we) agree that reproduced copies will be as valid as the original.

FOR THE APPLICANT'S PROTECTION, THE LAWS OF CERTAIN STATES REQUIRE THIS NOTICE: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, FILES AN APPLICATION OR CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT AS TO ANY MATERIAL FACT MAY BE GUILTY OF INSURANCE FRAUD, WHICH MAY RESULT IN LOSS OF COVERAGE UNDER THIS POLICY AND MAY SUBJECT THE APPLICANT/CLAIMANT TO CRIMINAL PROSECUTION.

SOCIAL SECURITY OR TAX LD. NUMBER CERTIFICATION... UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT (1) THE NUMBER SHOWING ON THIS FORM IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER, AND (II) I AM NOT SUBJECT TO BACKUP WITHHOLDING BECAUSE (A) I AM EXEMPT FROM BACKUP withholding or (b) I have not been notified by the internal revenue service (irs) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the irs has notified me that I am no longer subject to backup WITHHOLDING, AND (III) I AM A U.S. PERSON (INCLUDING A U.S. RESIDENT ALIEN).

CERTIFICATION INSTRUCTIONS: You must cross out item (ii) above if you have been notified by the Internal Revenue Service that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN THE CERTIFICATION

REQUIRED TO AVOID BACKUP WITHHOLDING.	
	Signature of Owler or Applicant if not Proposed insured (if corporation, print firm's name and signature of action, print firm's name and signature of action, print firm's name and signature of action, print firm's name and signature of authorized officer.) (If trust, signature of trustee.)
Financial Professional to complete this section:	
Will any existing insurance be replaced or changed (or has it been) assumit (if 'yes' give details	ng the insurance applied for will be issued?
I certify that I have asked and recorded completely and accurately the ansi	vers to all questions on the fully completed application Part 1, and know of nothing affecting the risk
that has not been recorded herein.	
have witnessed the signature required on fully completed Part	1
91	
Signature of Licensed Financial Professional/Insurance Broker	
Print Licensed Financial Professional's Name 649(10)	*47

Application Part 2 To: 🗌 AXA Equ	itab	le l	Life Insurance Company
•			V= Redacted
☐ AXA Life	SIK	AL	Intuity Company
		sion :	of this form: New Policy Policy Change Reinstatement
1. a. Proposed knowled (Please Print) Thu Name Modes			Koeung de Redacted
2. a. Name and address of personal physician (or medical facility used instead): (if none, so cisio)	,		Kaysee- Brookly N. 49.
b. Date and reason last consulted if within the last 5 years:	4	m	1000, aootine check-up.
o. What treasment was given or reconstrended? (If none, so		1100	0006
(For all "Yes" answers to Questions 3-8, choic forms that ap		'n	10 pounds in the last 8 months?
3. Has Proposed insured over had or been treated for:	Yes		Other then me stated in answers to Questions 2-6, has Proposed Insured, within the last 5 years: Yee No
a. Discuss or deorder of eyes, ears, nose or throat? b. Dizzmess, fainting, convulsions; parelysis or strole;		Ø	a. Consulted or boon examined or treated by any physi-
psychiatric, psychological or emotional disturbance;	35.0		clan or practitioner?
mental or nervous disease or disorder?		O	b. Had any littless, injury, or surgery? u. Been a patient in or been examined or treated at a
 Shortness of breath; blood splitting; bronchitie, actions, emphysicis, tuberculous and other chronic respiratory 			hospital, clinic, senatorium, or other medical facility?
disease or deorder?		Ø	d. Had electrocardiogram, X-ray, other diagnostic test?
d. Chest pair, publisher, high blood pressure, recurrette fover, heart muritur, heart attack or other disease or			
disorder of the heart or blood vegsets?		Ø	
 Ulcer, hernia, colide, intestinal bleeding: journalise, hern- orsholds, or other disease or disorder of the stormeth. 			(f) Smothed digerettes? (g) Used any other form of tobacco (Give full details)
intestines, liver or geliblacider?		Ħ	b. Has Proposed insured, within the last five years:
L. Sugar, albumin, blood or pue in urine; stone or other disease or disorder of iddney or bladder?		12	(i) Smoked cigarettes?
g. Diabetes; 1994, Samor, or concer; thyroid or glandular	0		(II) Used any other form of tobacco (Give full details)
disorder; sidn disease or disorder?	R		10. Family History Living Couse of Death Death
h. Neurids, arthrills, gout, or disease or disease of the muscles or bones, including the back, or joints?		D	Fether 5-40515 - 4000 20-805
I. Deformity, ternances or ampulation?	Ö	d	Mother 93 Brothers/Sisters 19 19 Uponto published 18 1940
 Allergies, anemia; other blood or lymph disease or dis- order? 	п	d	DETAILS FOR "YES" ANSWERS. Incidde: I. Question Number.
It. Discriber of prostate, reproductive organs, breasts,			, Il. Diagnosis and Treatment, III. Results, Iv. Dates and Duration. v. Names and Addresses of all attending physicians and medical
monstruction or pregnancy?	. 0	Ø	facilities. (If additional space is needed, please attach a separate
 Is Proposed Insured now under observation or taking treatment? 	R		39 Hapett DH borderline controlled
6. Has Proposed Insured, within the last 10 years, been:	_	_	with diet occas. Let formio.
a. Tested positive for exposure to the human immunodeficiency virus (HIV) or been diagnosed as			
having acquired immune deficiency syndrome (AIDS)			4 Bub ASA, Vit b
or AIDS-related Complex (ARC) caused by the (HIV) infection or other sickness or condition derived from		1	8a Dr. Lower- aug. nouthy ble
euch infection?		R	
6. Has Proposed Insured, within the last 10 years:			Ma monogram in the part by but by the power substitutes cause of dead but
a. Used, except as legally prescribed by a physician, tran- quilizers; berbiturates or other sedantives; marituane,		A	DUNDURES 16RUES CAUSE of dead but
cocaine, helluchogens or other mood-altering drups:			HO KART, CANCOK, DM.
heroin, methodone or other nercotics; emphetoximes of other stimulants; or any other lilegal or controlled sub-			
ctunose?		හි	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an
b. Received counseling or treatment regarding the use of alcohol or drugs?		4	application containing any false, incomplete, or misleeding
7. Her Proposed Incured's weight changed by more than	ō	M	
. and enswers shall be part of the application for insu	Tance	00 7	ne best of my knowledge and belief. I agree that such statements request for policy change or reinstatement, as the case may be,
The insurer may rely on them in acting or	1 810	appā	ication of malching the policy change or reinstatement.
Dated and Miami Baua Gif	2	61	06 x Mali Koning.
City state is	IO,	Deer -	Yr. Styratore of Proposed Insured
Witness (Musit by Examiner or N	UFER	Tech	widet Miller A Mile HO

AMENDMENT TO APPLICATION	
	/4/06
First Middle Initial Last Policy or Contract No.: 156 208 141	
TO THE AXA EQUITABLE LIFE INSURANCE CON Your application is hereby amended by the undersigned in the following	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
 Do you intend to finance any of the premiure required to pay for this policy through a financing or copy of the financing or loan agreement) Check all of the following that apply and complete requested information: 	NO DYES
Loan(% of premium) Identify Source of Loan Loan Repayment Schedule Describe the collateral used Cash(% of premium)	
Existing life insurance policy or contrast (% of premium) Existing investments (% of premiums) identify investment Source	 .
 Are you, the Owner, Proposed Insured, or any person or entity, being paid (cash, services, etc.) as transaction? (If yes, describe the inducement) Please state the reason you are purchasing this policy (i.e., estate planning, business insurance, exc.) 	UYes No
Estate Planning.	
This amendment is to be taken as part of said application, subject to the agreement therein contained; a thus taken as a whole are to be considered as the basis for and as part of the policy or contract. To the belief, in all other respects the statements and answers in the application continue to be, without materithe date of this amendment.	best of my (our) knowledge and lal change, true and complete as of
Dated at Brooklyn NY 51	7 2/0°
Signature of Purchaser, if other than Applicant Signature of Appl	being,
AGENT: A9U: AGENCY:	

EV 237-401 / 180-237E Application Amendment AMIGV-3005 App

AMENDMENT TO APPLICATION

Proposed Insured_	MALI KOENIG	Middle Initial	Last	Application Dated_	MAY 12, 200
Policy No	156 212 030	PROGRED INITIAL	LMI		
		ADECTO	STID ANCE	CO) (II A) IV	
	TO AXA EQUIT	ABLE LIFE IN	SURANCE	COMPANY	
The ap	plication is hereby an	nended by the und	ersigned in th	e following particulars:	
ISSUE WITH THE	INSURED'S SOCIAL	L SECURITY NU	MBER TO B	E Redacted	
				•	
		٠.			
This amendment	is to be taken as a pr	ut of said applicat	ion, subject to	the agreement therein	contained; sa
olicy. To the bast	of my knowledge a	and bellef, in all	other respect	ed as the basis for and to the statements and	answers in the
pplication continue	to be, without materi	al change, true an	d complete as	of the date of this amo	endment.
	Dated at	Brocklyn	M	5	125/06
		(City)	(State)		
			* Mali	Henry	
Signature of P	urchaser if other than	Applicant	x more	Signature of Applican	ıt
				-	
<u> </u>	·	1			
Agency:	<u> </u>				

☐ AXA Equitable Life Insurance Company 1290 Avenue of the Americas New York, NY 10104 NONY Life Insurance Company of America
 New York, NY 10104

Application For Life Insurance Part I Form No. LIFEAPP-GA/OR (2005)

PR	OPOSED INSURED (Print Name as it is to appear on the policy.) Please print in ink.
P	roposed lasured
	Full Name: First 101 M.L. Last 100 Mg B. Gender: Male 181 Female
-	Home Address: Redacted Redacted
	2dg/Api/Suite
	City/Municipality 810 K Vh County/Parish State 1/1 Zip + 4 Code Redacted
D.	Home Phone No. Redacted Best time to Call: Best phone no. to be contacted:
	Date of Birth: Reducted F. Place of Birth: Romania (State/County)
Œ	Marital Status: Single #7 Married Widowed Divorced Separated H. Soc. Sec. No. Redacted
	Driver's Lic. No.: WONE State:
J.	U. S. Citizen? \$\frac{1}{2} Yes \(\Bo \) No" if No, Country \(\Delta \). Visa type \(\Delta \) Passport if or U.S. Visa if \(\Delta \) if of years in U.S.
K.	Currently employed?
1	Current Occupation(c): (1) Title: A/A (2) Duties (3) How Long?
-	(It less than 1 year at current occupation, give previous in Remarks.)
M.	Employer Name:
NL.	Employer Address: No.i. Street City Suite Zip +4 Code
O.	Annual Earned Income (Income from occupation) \$ \(\sqrt{I}\) \(\lambda \) P. Net Worth \$ \(\sqrt{2}\) \(\sqrt{N}\) \(\sqrt{N}\)
•	If the Proposed Insured and/or policy owner is not a U.S. Person (U.S. Citizen or U.S. Corporation, Partnership, or Trust established or organized under the laws of a
	state of the United States) then he, she or it may have to provide additional documentation, including IRS form W-8 BEN.
_=	COVERAGE INFORMATION
	Plan of Insurance 4 0,000,000 Amount of Insurance \$ 0,000,000 (If face amount is \$2 million or larger complete Financial
	If VUL, must also complete VUL Supplement. Supplement.)
	To select dividend options on EWL or Riders on all Non-VUL Plans
	complete Optional Benefits Supplement.) Complete for UL or VUL only (1) Death Benefit Option TEL Option A Cloption B
^	(2) Planned Periodic Premium s 1,251740
	Definition of Life Insurance Test: Complete for AUL II, IL, IL COLI '04 DCGuideline Premium Test D Cash Value Accumulation Test
	Premium Mode: 78 Annual
	System-Matic (Complete S-M form and check applicable box) Quarterly (only available for UL and VUL)
E.	Salary Allotment (1) Unit Name (2) Unit/Sub Unit. No. (3) Unit Register Date
F.	Date Policy to save Insured Age?
G.	1. Do you, the owner, intend to use or transfer the policy for any type of pre-death financial settlement, such as viatical settlement, senior settlement, life settlement, for any other secondary market?
	2. Have you, the owner, or any Proposed Insured if other than the owner, in the past 5 years sold a policy to a life settlement, viatical, or other secondary market provider? Yes TS(*No.
K.	Any other life insurance now in effect or application now pending? TXYes II No (Give companies, amounts and policy numbers in Remarks.)
L	Will the coverage applied for replace or change any life insurance or annuities? Yes ISINo Is this a 1035 Exchange? Yes CHOO If 'Yes', complete: (If additional room is needed, please use Remarks Section.)
	Amount \$ Company Issue Year Policy Number DLife Group Annuity
	Amount \$ Company Issue Year Policy Number □Life □ Group □ Annuity
J.	ts this a Term Policy/Rider Conversion or Purchase Option? Yes 52100 If "Yes", complete Term Policy/Rider or Purchase Option Supplement.
	Complete if Proposed Insured is under age 15: a) State total amount of insurance in force on the life of applicant or child's
K.	parent, il greater \$

) E	ENEFICIARY/OWNER									
Ā.	Beneficiary (Total designation mus	it be 100%. Use Remarks	section for a	ditional Be	neficiary ir	nformation.				
	Beneficiary Full Name Primary: Pol. Moening Fr	_			hip to Inst			Percent:		_
	Contingent:		<u> </u>			·				_
3.	Owner (The Owner of this policy i		•					arts.)		_
	Provide the Applicant's name, addre	ss and Taxpayer ID, if diffe	rent from the In	sured and O	wner, in Re	emarks Sect	ion.			
	If the Owner is the Trust provide the	name of the Trust.								
	Owner's Name: Mali Knemis	Forsorume 1/U	stB05/11/0	6		Social Se	curity # or TIN _	Redac	cted	
	Address: Street 6 100 1/5 FT	oddless unless otherwise directed	400 North	hringe !	rd, A	tlasta	Stale_6 c	Zip Cod	le <u>3033</u>	<u>o</u> _
	U. S. Citizen? TYes TNo No.				ssport # or	U.S. Visa #		# of years	in U.S	_
	Relationship to Insured				Date of B	inth				
	Name of Trustee 1.1e hs Fanas	BANK NIA			Date of T	rust Aoreem	ent 5-1/-	-06		
•	If the policy owner is not a U.S. Pers then he, she or it may have to provide	on (U.S. Citizen or U.S. Co le additional documentation	orporation, Part	nership, or Ti form W-8 Bl	rust establi:	shed or orga	nized under the	laws of a state	e of the Unit	ed State
	GENERAL INFORMATION (Prop List details of all answers in the Ren						<u> </u>			
L	Ever had a driver's license suspend		last 5 years, b	een convicte	d of reckles	ss or neglige	nt driving or			
	driving under the influence of alcohol	l or drugs?	•				•		☐ Yes	pal No
	(If "Yes", include dates, types of viol		ension or revo	cation in Ren	narks.)				5 V	
-	Any plans to travel or reside outside								☐ Yes	K) N
	(If "Yes", complete Foreign Residen								5 V	
	Have you been disabled for 2 or mo								☐ Yes	M N
•	In the last year flown other than as a (If "Yes", complete Aviation Supplen		0?						☐ Yes	ДN
	,	,	ring on land or	water under	water divine	a chudhana	hallooning			
•	Engaged within the last year or any hang gliding, parachuting or flying u					ar araniania	vanovining,		□ Voc	
	(If "Yes", complete Avocation Supple		zaiuvus spuris	OF HOUDIEST					☐ Yes	ΔN
	In the last 10 years Ever had an app		surance that wa	e doctinod r	on haring	extra nremi	un or other modi	Scation?	☐ Yes	921 N
•	(If "Yes", state companies and provi			3 Gecimicu, I	equire an	cana prema	an or oaks moun	incautori;	L 163	×"
	In the last 10 years, have you been			nv?					☐ Yes	XQ N
•	(If "Yes" in "Remarks", state full deta			·J.					L	Д.
l.	Do you currently use any form of tol			12) No	Туре		Avg. Quantity i	packs	Frequer	ICY
	Have you ever used any form of tob				Туре		Date Ceased _		•	,
	MEDICAL INFORMATION (Properties) Height 5 Ft. in.; Weight	137 lbs.	ote: Complet		ion even	il a param	edical or medi	cal exam is	being ord	ered.
-	Personal Physician Name 0/e Address	as See	1 F 74.C.	4						_
	Date and Reason for Last Visit in the		102160	Ch	ra al S	(- < 1	all tel	3 000	2000	<u></u> \
	What treatment was given or recomm			<u> </u>	VA. LCO		100	·	" \&.\	27 1
la	Proposed Insured:	terrocar (a none, so said,								_
	In the last 10 years, ever had or been	treated for heart trouble,	stroke, high blo	od pressure,	chest pain,	, diabetes, ti	mor, cancer.			
	respiratory or neurological disorder?		3		•				☐ Yes	⊠ N
ż.	In the last 5 years, consulted a physi	cian, or been examined or	treated at a hos	spital or other	r medical la	ecility?			∤ Ø Yes	DΝ
	(Also include medical checkups in the	last 2 years. Do not inclu	de colds, minor	injuries or n	ormal pregi	nancy.)			, ,	
ł.	in the last 10 years:				. •	•				
	 Used, except as legally prescrit 	ed by a physician, tranquil	izers, barbitural	es or other s	edatives; n	nanjjuana, co	caine, hallucino	gens or other		
	mood altering drugs; heroin, me		; amphetamine	s or other su	mulants; or	any other ill	egal or controlle	d substances?	7	
	(If "Yes", complete Substance U								☐ Yes	DZ N
	Received counseling or treatment				ndance at n	neetings or r	nembership in ar	ny		
	self-help group or program such		or Narcotics A	nonymous?		•				
	(If "Yes", complete Substance U	sage Supplement.)							☐ Yes	×Ν
•	In the last 10 years, been:		Candress 4	IDC) 4100	D-less d O	Samuela 165	C) h			
	Diagnosed with, or treated for, A	cquirea immune Deficienc	y synorome (A	IDS) of AIDS	-Keialed C	ompiex (AR	c) by a member	or the		
	medical profession?								☐ Yes	ÆΝ
I.	Camily Wistons	Ann if I initial	Cause of Dead						A	
	Family History		Cause of Deat			00	100		Age at D	eau
	Father		WW I	-	cath	Cam	120		+	
	Mother		WW :	4	1927 L	Can	4			

Question	Miness, Treatment, and Mumber of Attacks	Onset	Recovery	If disabled,	Doctor, Clinic, or Hospital Complete Addres
No.	(include specific diagnosis and medication)	Date	Date	How long?	and Phone Number
IARKS	<u> </u>				
ride detail: e owner is	s for any of the questions, and any other additional a Qualified Plan, please indicate the qualified p	nal remarks. lan and type	(Attach	additional shand dated by	neet of paper if necessary; and it must be the Proposed insured, Owner, and finance
			protes	sional.) ~	
X, I	Kaiser 718-941-5600	3		br. Sc	heter 718-376-810
465	Ocean Army			2350	
	1 0				
BCa	$\frac{1}{2}$			SCOOK	lyn Nul
Bra	1 Klyn, Ny / 11.21X			Brook	lyn N
Brox Dr		_		. /	
Dr.	Coch 718-854-2144			ease /	see Contract
DT 4819	Coch 718-854-2144			. /	see Contract
Dr.	Coch 718-854-2144			ease /	see Contract
DT 4819 Broc	Coch 718-854-2144			ease /	see Contract
DT 4819 Broc	Coch 718-854-2144 14th. Ale 0xlyn Ny 11215			ease /	see Contract
DAT 4819 BYOC COMPLE	COCh 718-854-2144 141. AVO OKLYH NY 11215 TE IF MONEY IS PAID WITH THE POLICY: aid with this Application; \$		Ple #	20Se 15620	see Contract 3466 for motors info.
LANGUMPLE Amount p Has the u	COCh 718-854-2144 14th. AVe. OKLYS Ny 11215 TE IF MONEY IS PAID WITH THE POLICY:	: Temporary In	Ple #	20Se 15620	see Contract 3466 for motors info.
COMPLE Amount p Has the u Insurance	TE IF MONEY IS PAID WITH THE POLICY: aid with this Application: \$		P C	20.S.e 156.2 o	See ConTract 3466 for Soctors info.
COMPLE Amount p Has the u Insurance (i) the re-	COCh 118-854-2144 141. AVe. OKLYH NY 11215 TE IF MONEY IS PAID WITH THE POLICY: aid with this Application: \$ ndersigned read, signed and received a copy of the Agreement, including:		P C	20.S.e 156.2 o	See ConTract 3466 for Soctors info.
COMPLE Amount p Has the u Insurance (i) the r (ii) the \$	COCh 118-854-2144 141. AVe. 141. AVe. 11215 TE IF MONEY IS PAID WITH THE POLICY: aid with this Application: \$ Indersigned read, signed and received a copy of the Agreement, including: equirement that all of the conditions in that Agreem	ent must be m	Surance Agree	20.5 e 156.2 o	See ConTracT 3466 For Doctors info. They agree to the conditions of the Tempor urance takes effect, and

- (1) The statements and answers in all parts of this application are true and complete. We (the Company checked on page 1 of this application) may rely on them in acting on this application.
- (2) The Temporary Insurance Agreement states the conditions that must be met before any insurance takes effect if money is paid before the policy is delivered. Temporary Insurance is not provided for a policy or benefit applied for under the terms of a guaranteed insurability option or a conversion privilege.
- (3) Except as stated in the Temporary Insurance Agreement, no insurance shall take effect on this application; (a) until a policy is delivered and the full initial premium for it is paid while the person(s) proposed for insurance is (are) living; (b) before any Registered Date specified in this application; and (c) unless to the best of my (our) knowledge and belief the statements and answers in all parts of this application continue to be true and complete, without material change, as of the time the full initial premium is paid.
- (4) No financial professional or medical examiner has authority to modify this Agreement or the Temporary Insurance Agreement. Or to waive any of our rights or requirements. We shall not be bound by any information unless it is stated in Application Part 1 or Part 2 (Paramedical or Medical exam).
- (5) I acknowledge receipt of the Living Benefits Brochure (Accelerated Death Benefit Rider Brochure), where applicable.

[] AXA Equitable Life Insurance

TTV

[] MONY Life Insurance Company erica

ACKNOWLEDGEMENT OF UNDERWRITING PRACTICES

I (we) acknowledge that I (we) have received a statement of the Underwriting Practices of the Company (ies) which describes from whom and why the Company (ies) obtains information on my (our) insurability, to whom such information may be reported and how I (we) may obtain it. The statement contains the notice required by the Fair Credit Reporting Act.

AUTHORIZATIONS

TO OBTAIN HEALTH INFORMATION

I (we) authorize any physician, hospital, clinic, medical practitioner, medical testing laboratory, pharmacy or other health care provider, health plan or insurance company (including our Company, with respect to other coverages), or any prescription drug or pharmacy benefit manager or administrator, and the Medical Information Bureau to disclose to the Company (ies) and its authorized representatives any and all information, whether fact or opinion, they may have about any diagnosis, treatment, prognosis, genetic test records, findings and/or results regarding my (our) past, present or future physical or mental condition.

TO OBTAIN NON-HEALTH INFORMATION

I (we) authorize any employer, business associate, government unit, financial institution, consumer reporting agency, the Medical Information Bureau, my (our) insurance agency and my (our) financial professional to disclose to the Company (ies) and its authorized representatives any information they may have about my (our) occupation, avocations, finances, driving record, character and general reputation. I (we) authorize the Company (ies) to obtain investigative consumer reports, as appropriate.

PURPOSE OF AUTHORIZATIONS

I (we) understand that the information obtained will be used by the Company (ies) to determine my (our) eligibility for life insurance coverage and such other uses specified in accordance with the Underwriting Practices attached to this application. In addition, information may be disclosed to the Medical Information Bureau (MIB) who, upon request, may disclose such information about you in its file to another member company with whom you apply for life or health insurance or to whom a claim for benefits may be submitted; when requested by a government agency; in connection with a legal or arbitration proceeding; or for other purposes as required or permitted by applicable law. If a policy is issued to me (us), this information may also be used in the future to administer my (our) policy and process claims made under the policy.

COVERAGE CONDITIONS

I (we) understand that the Company (ies) is conditioning the issuance of coverage on the provision of this authorization, and that, while I (we) may refuse to sign this authorization, my (our) refusal to do so could result in coverage not being issued.

ADDITIONAL AUTHORIZATIONS

You have advised me (us) that the Company (ies) may request additional authorizations in order to obtain the information the Company (ies) needs to complete its review of my (our) application and, if the policy is issued, in connection with any claim asserted under the policy, I (we) understand that I (we) am (are) not obligated to provide these additional authorizations but that, if I (we) choose not to provide them, this application and any claim made under the policy, if issued, may be rejected.

DURATION

Unless otherwise revoked, I (we) agree that this authorization will expire on the earlier of the date that the Company (ies) declines my application for coverage or, if a policy is issued, 24 months from the date of my (our) application. I (we) understand that I (we) may revoke my (our) authorizations at any time, except to the extent that the Company (ies) has taken action in reliance on this authorization, this application and any claim made under the policy, if issued, may be rejected. My (our) revocation must be submitted in writing to: Chief Underwriter of the Company checked above and on the front page of this application, 1290 Avenue of the Americas, New York, New York 10104.

COPY OF AUTHORIZATIONS

I (we) have a right to ask for and receive true copies of this Acknowledgement and Authorization Form and all other authorizations signed by me (us), I (we) agree that reproduced copies will be as valid as the original.

FOR THE APPLICANT'S PROTECTION, THE LAWS OF CERTAIN STATES REQUIRE THIS NOTICE: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, FILES AN APPLICATION OR CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT AS TO ANY MATERIAL FACT MAY BE GUILTY OF INSURANCE FRAUD, WHICH MAY RESULT IN LOSS OF COVERAGE UNDER THIS POLICY AND MAY SUBJECT THE APPLICANT/CLAIMANT TO CRIMINAL PROSECUTION.

SOCIAL SECURITY OR TAX LD, NUMBER CERTIFICATION—UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT (1) THE NUMBER SHOWING ON THIS FORM IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER, AND (1) I AM NOT SUBJECT TO BACKUP WITHHOLDING BECAUSE (A) I AM EXEMPT FROM BACKUP WITHHOLDING OR (B) I HAVE NOT BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE (IRS) THAT I AM SUBJECT TO BACKUP WITHHOLDING AS A RESULT OF A FAILURE TO REPORT ALL INTEREST OR DIVIDENDS OR (C) THE IRS HAS NOTIFIED ME THAT I AM NO LONGER SUBJECT TO BACKUP WITHHOLDING, AND (20) I AM A U.S. PERSON (INCLUDING A U.S. RESIDENT ALIEN).

CERTIFICATION INSTRUCTIONS: You must cross out item (ii) above if you have been notified by the Internal Revenue Service that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN THE CERTIFICATION REQUIRED TO A YOUR BACKUP WITHHOLDING.

RECOMED TO ATOM DATABLE MILITARE MILITA
I (we), the undersigned, by my (our) signature(s) below understand that I (we) am (are) agreeing to all the terms and conditions of this application, including, but not limited to, the Acknowledgement and Authorization. Dated at City 5/17/100 MCI The Signature of Proposed Insured, Applicant, or paregular gradiant. Signature of Proposed Insured, Applicant, or paregular gradiant. Proposed Insured is a Child Issue liges 0-14 10 in Roung Trour Gradiant. Signature of Oriner or Applicant I not Proposed Insured. Signature of Oriner or Applicant I not Proposed Insured. (If corporation, print limits name and signature of authorized officer.) (If trust, signature of trustee.)
Will any existing insurance be replaced or changed (or has it been) assuming the insurance applied for will be issued? (If 'yes' give details)
I certify that I have asked and recorded completely and accurately the answers to all questions on the fully completed application Part 1, and know of nothing affecting the risk that has not been recorded herein. [24] have witnessed the signature required on fully completed Part 1 [3] I have not witnessed the signature required on fully completed Part 1
Signature of Licensed Financial Professional/Insurance Broker
Print Licensed Financial Professional's Name C-5(14 E05)

Application Part 2 To:			V-3	Redacted	Pass	pod
	- Presson for subti	A bri	multy Company this fonc D New Poll		☐ Reinstaler	
1. a. Proposed trasped (Please Print) Mai)		KOENIA &	leight: ft. in. Inn Date: Temale	Redacted	
 a. Name and address of personal physici medical facility used instead; (if none. 	an (or Da		Kaysie-	Brookly N	114.	
b. Dete and reason last consulted if within it		40	seo., coot	ine check	LOP.	
o. What treasment was given or recomment		herto/	DODE			
(For all "Yes" answers to Questions 3-8, cle	cle items that apply	1.5	10 pounds in the last	0 imonito?		
3. Has Proposed Insured over had or been	treated for; Y	90 HO	 Other then se stated Proposed Immed, wi 	in anowers to Questio	US 5-4' USE	(on N
a. Disease or deorder of eyes, ears, nose t	or throat?	3 0	a Consulted or been o	casnined or treated by	enny obsest-	/
b. Dizziness, fainting, convulsions; paral- psychiatric, psychological or emotions	of disturbance;	1	cian or practitioner?			0 E
mental or nervous disease or disorder?		ם כ	a. Had any linese, injury e. Boen a patient in or	y, or surgery?		
 Shortness of breath; blood spitting; bror emphyserine, biberculosis and other chir 	nohitie, acthema,			prium, or other medica		
cheens or disorder?		7 0	d. Had electrocardogram	m, X-ray, other diagno	atic test?	
d. Chest pein, pelpitation, high blood press			a. Been advised to he	we any diagnostic to	et hospital-	0 6
fever, heart murmur, heart attack or of disorder of the heart or blood vectors?		0 0	1. a. Plas Proposed Inc.	tred within the lest 12	months	
a. Ulcer, hernia, collie, intestinal bleeding:			(f) Smoked cigare			0 6
ormolds, or other disease or disorder of		/		r form of tobacco (Give		
intestines, liver or gallbladdor? L. Suger, abumin, blood or pus in utine;				ured, within the last fiv	•	0 0
disease or disorder of Iddney or bledder			(6) Stroked cigare (8) Ulcari assertifies	r lown of tobacco (Give		
g. Diabetes; cyst, tumor, or camper; thyro	ld or glandular	1	- J-7 .000 day 0.00	Age II		Age al
disorder, aidn disease or disorder?		ם מ	10. Family History	Living Cauce a		Peeth
 Neuritis, artivitis, gout, or disease or truscles or bones, including the back, or 		3 2	Father	54053	- HOAN	20-40
L. Deformity, ternemons or emputation?		o e	Brothers/Sisters 1/4	TO HEREIN	Atalia -	K M
J. Allergies; anemia; other blood or lymph			DETAILS POR "YES"			
k. Disorder of prostate, reproductive or			IL Diagnosis and Treatm			
menstruction or pregnency?		D Ø	v. Names and Address facilities, (if additional			
4. Is Proposed Insured now under observ		1-	allower desired above and any	A. den a second and building		
5. Has Proposed Insured, within the last 10		3 0	39 - typeIt DI	1 borderus	D CONT	COLHE
a. Tosted positive for exposure to	the burner		LINE MINT	occas. M	FA Aprun	U,
immunodeficiency virus (HIV) or been	diagnosed as		4 Baby ASA	1, Vit B.		
having acquired immune deficiency system or AIDS-related Complex (ARC) cause	ndrome (AIDS)		8a Dr Kor	COA - A LO. (notina	
infection or other sicioness or condition	n derived from	./	deachall	addites N	of avail	ubla
such infection?			E 7 01 144	- Promo OLL	ഹ ഥവ	ui ec (
 Has Proposed insured, within the last 10 Used, except as legally prescribed by a 			ho kong con	nam with	past NI	T) .
quilizers; berbiturates or other sedath	ree; martuana,	1	gun surve sight	was causo	ay dear	a evi
cocaine, halluchogens or other mood-	altering drugs:	- 11	ho want Can	CON' DIV		
heroin, methadone or other narcotics; an other attributes; or any other literal or	controlled sub-					
stances?	Section and Control	3 Q		idingly and with inlent or files a statement of		ud,
 Received counseling of treatment regar alcohol or drugs? 		40	application containin	g any laise, incomplet	e, or misteadin	8
7. Hee Proposed Insured's weight change			information to guilty a	of a felony of the third	degres.	
The above statements and answere a and answere shall be part of the ap. The insurer may rely on the i	re true and comple plication for insure	N TO CO	equest for policy change o	r reinstatement, as the	s case may be.	its
Dated at PY(Q/(\\	and Ho	Day	Yr.	Signature of Prospeed tru	wood	<u> </u>
Witness (Must be	Examiner or Num	se/Tech	midan): \\ Qua	- () () es	$a \perp AD$	

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AXA EQUITABLE LIFE INSURANCE COMPANY

A Stock Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, New York 10104

This is a Flexible Premium Universal Life Insurance Policy. The Insurance Benefit is payable upon the death of the insured person while this policy is in force. You may pay premiums while the insured person is living and is not yet attained age 100. The values provided by this policy are based on declared interest rates. This is a non-participating policy.

No. 04-100

(2005)

AXA Equitable Life Insurance Company 1290 Avenue of the Americas New York, NY 10104

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☐ MONY Life Insurance Company of America 1290 Avenue of the Americas New York, NY 10104

Application For Life Insurance Part I Form No. LIFEAPP-GAVOR

PF	ROPOSED INSURED (Print Name as it is to appear on the policy.) Please print in ink.
P	roposed Insured
A.	Full Name: First Ben 2100 M.I. Last Koening B. Gender: DefMake D Female
C.	Home Address: _ Redacted Redacted
1	City/Municipality Brock of County/Parish State of Zip + 4 Code Redacted
D.	City/Municipality Brooklys County/Parish State V Zip + 4 Code_Redacted — Home Phone No. Redacted Best time to Call: Best phone no. to be contacted:
E.	Date of Birth: Redacted F. Place of Birth: Poland State/County)
G.	Marital Status: ☐ Single Married ☐ Widowed ☐ Divorced ☐ Separated H. Soc. Sec. No Redacted
1.	Driver's Lic. No.:
J.	U. S. Citizen? 152 Yes No. 11 No. Country U.S. Visa type Passport # or U.S. Visa # ol years in U.S.
K.	Currently employed?
L.	Current Occupation(s): (1) Title: N/A Retired (2) Duties M/A (3) How Long? (3) How Long?
	Employer Name: N/A
N.	Employer Address:
	Annual Earned Income (Income from occupation)'s Refield P. Net Worth \$ 26,000,000
\ .	If the Proposed Insured and/or policy owner is not a U.S. Person (U.S. Citizen or U.S. Corporation, Partnership, or Trust established or organized under the laws of a state of the United States) then he, she or it may have to provide additional documentation, including IRS form W-8 BEN.
0 .0	OVERAGE INFORMATION
A.	Plan of Insurance After A TUL Amount of Insurance \$ 0,000 raco (If survivorship policy, complete an application for each Proposed Insured. If VUL, must also complete VUL Supplement. To select dividend options on EWL or Riders on all Non-VUL Plans complete Optional Benefits Supplement.)
B.	Complete for UL or VUL only (1) Death Benefit Option Quoption A Goption B
	(2) Planned Periodic Premium \$ 1515852
C.	Definition of Life Insurance Test: Complete for AUL II, IL, IL COLI '04 DSGuideline Premium Test □ Cash Value Accumulation Test
D.	Premium Mode: 50 Annual
	System-Matic (Complete S-M form and check applicable box) Quarterly (only available for UL and VUL)
1	System-Matic (Complete S-M form and check applicable box) Li Quarterly (only available for UL and VUL) Li Monthly Salary Alloument (1) Unit Name (2) Unit/Sub Unit. No. (3) Unit Register Date (5) Unit Register Date (5) Unit Register Date (6) Unit Register Date (7) Unit Register Date (8) Unit Register Date (8) Unit Register Date (9) Unit Regis
	Date Policy to save insured Age? (20) Yes In No 1. Do you, the owner, intend to use or transfer the policy for any type of pre-death financial settlement, such as viatical settlement, senior settlement, file settlement, or
0.	for any other secondary market?
H.	provider?
1.	(Give companies, amounts and policy numbers in Remarks.) Will the coverage applied for replace or change any life insurance or annuities? If "Yes", complete: (If additional room is needed, please use Remarks Section.)
	Amount \$ Company Issue Year Policy Number □ Life □ Group □ Annuity
	Amount \$ Company Issue Year Policy Number □Life □ Group □ Annuity
J.	Is this a Term Policy/Rider Conversion or Purchase Option?
K.	Complete if Proposed Insured is under age 15: a) State total amount of insurance in force on the life of applicant or child's parent, if greater \$
	b) Are any other children in the family insured for a lesser amount?

BENEFICIARY/OWNER		
	7 0	
to the state of th	•	
Primary: Action 1 he mic this in come Toust & ostular)	-
Contingent:		
		_
Owner (The Owner of this policy is the Insured unless otherwise specified below. Enter name of successor owner in Remarks.)		
Provide the Applicant's name, address and Taxpayer ID, if different from the Insured and Owner, in Remarks Section.		
If the Owner is the Trust provide the name of the Trust.		
Owner's Name: Ponzion Koenin Insurance I sust 13 05/11/06, Social Security & or TIN_ Redaction	ed	
Address Street/Ap//S Faran Banks, N. A. 400 Northering a Alcity Atlant 9 State 69 Inp Cook	2003	50
(Billing notices will be sent to the Owner at this address unless otherwise directed in Remarks Section.)		
	เก บ.ร	-
Name of Trustee Well's Yarry D. 130/UC, 70.77. Uale of Trust Agreement 3.77.76	of the Links	ad Class
	or the Olim	eu State
driving under the influence of alcohol or drugs?	□ Yes	¥ZÍNo
(If "Yes", include dates, types of violations, and reason for suspension or revocation in Remarks.)		`.
	☐ Yes	₹ No
	-	.~1
		y⊈ No
	Li res	₹ No
	☐ Yes	EÓ No
(If "Yes", complete Avocation Supplement.)		
	☐ Yes	√ZÌ No
	E Vaa	EVAI.
If the last to years, have you been convicted us, or past no contest to a reconty? (If "Yos" in "Domarks", state full details of offense and penalty, with dates)	LI TES	ΜV
	Frequen	CY
MEDICAL INFORMATION (Proposed Insured) Please Note: Complete this section even if a paramedical or medical exam is t	being ord	ered.
Height 5 Ft. 6 in: Weight 166 lbs.		
Heigh 5 Ft. 6 in; Weight 166 lbs. Personal Physician Name place See Special Remarks		_
Personal Physician Name please See Special Berger 89		_
Personal Physician Name please See Special Remarks Address Date and Reason for Last Visit in the Last 5 Years no medical changes or February		_ _ _
Personal Physician Name please See Special Remarks Address Date and Reason for Last Visit in the Last 5 Years no medical changes size FeB exam What treatment was given or recommended? (If none, so state)		_ _ _
Personal Physician Name please See Special Remarks Address Date and Reason for Last Visit in the Last 5 Years no medical changes Si FeB exam What treatment was given or recommended? (If none, so state) s Proposed Insured:		<u>-</u> -
Personal Physician Name please See Special Remarks Address Date and Reason for Last Visit in the Last 5 Years no medical changes or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer,		_ _ _
Personal Physician Name please See Special Remarks Address Date and Reason for Last Visit in the Last 5 Years no medical charylots; see FeB exam What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder?	□ Yes	_ _
Personal Physician Name please See Special Remarks Address Date and Reason for Last Visit in the Last 5 Years no medical changes or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer,		_ _
Personal Physician Name please See Secual Remarks Address Date and Reason for Last Visit in the Last 5 Years need to be state treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder? In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility? (Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.) In the last 10 years:	□ Yes	_ _
Personal Physician Name please See Secual Remarks Date and Reason for Last Visit in the Last 5 Years need to be proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder? In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility? (Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.) In the last 10 years: 1. Used, except as legally prescribed by a physician, tranquitizers, barbiturates or other sedatives; marijuana, cocaine, hallucinogens or other	□ Yes	_ _
Personal Physician Name	□ Yes ∀ Yes	
Personal Physician Name	□Yes	72 No
Personal Physician Name	□ Yes ∀ Yes	72 No
Personal Physician Name	☐ Yes ▼ Yes	72 No
Personal Physician Name	□ Yes ∀ Yes	72 No
Personal Physician Name	☐ Yes ▼ Yes	72 No
Personal Physician Name	☐ Yes ▼ Yes	12 No
Personal Physician Name	☐ Yes ☐ Yes ☐ Yes ☐ Yes ☐ Yes	12 No
Personal Physician Name Address Date and Reason for Last Visit in the Last 5 Years What treatment was given or recommended? (If none, so state) s Proposed Insured: In the last 10 years, ever had or been treated for heart trouble, stroke, high blood pressure, chest pain, diabetes, tumor, cancer, respiratory or neurological disorder? In the last 5 years, consulted a physician, or been examined or treated at a hospital or other medical facility? (Also include medical checkups in the last 2 years. Do not include colds, minor injuries or normal pregnancy.) In the last 10 years: 1. Used, except as legally prescribed by a physician, tranquilizers, barbiturates or other sedatives; marijuana, cocaine, hallucinogens or other mood altering drugs; heroin, methadone or other narcotics; amphetamines or other stimulants; or any other illegal or controlled substances? (If "Yes", complete Substance Usage Supplement.) 2. Received counseling or treatment regarding the use of alcohol or drugs including attendance at meetings or membership in any self-help group or program such as Alcoholics Anonymous or Narcotics Anonymous? (If "Yes", complete Substance Usage Supplement.) In the last 10 years, been: Diagnosed with, or treated for, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC) by a member of the medical profession? Family History Age if Living Cause of Death	☐ Yes ▼ Yes ☐ Yes	12 No
Personal Physician Name	☐ Yes ☐ Yes ☐ Yes ☐ Yes ☐ Yes	12 No
	Beneficiary (Total designation n. e 100%. Use Remarks section for additional Beneficiary anation.) Beneficiary Full Name	Beneficiary (Total designation n. Beneficiary (Total designation n. Beneficiary full Name) Relationship to Insured Percentage Primary: Delivition Percentage Primary: Delivition Percentage Percentage

Question No.	Whess, Treatment, and Number of Attacks (include specific diagnosis and medication)	Onset Date	Recovery Date	If disabled, How long?	Doctor, Clinic, or Hospital Complete Addres and Phone Number
			1		
ARKS ide details owner is	s for any of the questions, and any other additional Qualified Plan, please indicate the qualified pl	nal remarks. an and type	(Attach signed profess	and dated by	neet of paper if necessary; and it must be the Proposed Insured, Owner, and finan
DC.	Albea Zucker	8	45_	182 - 6	092
305	Routo 208		0.4		
m	Throe My 10950		Pleas 4	See	Conlact
1			# 156	203	466 FOF.
106	Kaiser	-	UPDOTO	d	medical Pila
465	Ocean PKWV		-/ 40/4		TOTAL PILE
Broo	1218				
nu	12(4)				-
COMPLET	TE IF MONEY IS PAID WITH THE POLICY:				
Amount pa	old with this Application: \$O				
	dersigned read, signed and received a copy of the	Temporary Ins	surance Agre	ement, and do	they agree to the conditions of the Tempor
	Agreement, including: equirement that all of the conditions in that Agreeme	ent must he me	une avoid to	tomporary inci	wance takes offert and
	7,000,000 insurance amount limitations, and	in musc de me	it belove any	temporary mor	diance takes effect, and
• •	he Person Proposed for Insurance is at least 15 day	s of age and i	not older thai	n 75 years of a	ge? ⊠(Yes ⊡ No
	any Person Proposed for Insurance has been diagnosed	3		-	· \
(AIDS) or A	IDS-Related Complex (ARC) by a member of the medica, a stroke, or a heart attack within the last year, a premiur	l profession with	nin the last 10	years or	
EEMENT.	Each signer of this application agrees that:				
	atements and answers in all parts of this application are on this application.	true and comp	lete. We (the	Company check	ed on page 1 of this application) may rely on the
2) The To	emporary Insurance Agreement states the conditions the rary Insurance is not provided for a policy or benefit appli	at must be med led for under the	before any in terms of a gu	nsurance takes iaranteed insura	effect if money is paid before the policy is del bility option or a conversion privilege.
3) Except	as stated in the Temporary Insurance Agreement, no in	surance shall ta	ike effect on ti	nis application: (a) until a policy is delivered and the full initial pr
	paid while the person(s) proposed for insurance is (are) nowledge and belief the statements and answers in all p				

full initial premium is paid. (4) No financial professional or medical examiner has authority to modify this Agreement or the Temporary Insurance Agreement. Or to waive any of our rights or

requirements. We shall not be bound by any information unless it is stated in Application Part 1 or Part 2 (Paramedical or Medical exam).

(5) I acknowledge receipt of the Living Benefits Brochure (Accelerated Death Benefit Rider Brochure), where applicable.

AXA Equitable Life Insurance Con

☐ MONY Life Insurance Company of

ACKNOWLEDGEMENT OF UNDERWRITING PRACTICES

I (we) acknowledge that I (we) have received a statement of the Underwriting Practices of the Company (ies) which describes from whom and why the Company (ies) obtains information on my (our) insurability, to whom such information may be reported and how I (we) may obtain it. The statement contains the notice required by the Fair Credit Reporting Act.

AUTHORIZATIONS

TO OBTAIN HEALTH INFORMATION

I (we) authorize any physician, hospital, clinic, medical practitioner, medical testing laboratory, pharmacy or other health care provider, health plan or insurance company (including our Company, with respect to other coverages), or any prescription drug or pharmacy benefit manager or administrator, and the Medical Information Bureau to disclose to the Company (ies) and its authorized representatives any and all information, whether fact or opinion, they may have about any diagnosis, treatment, prognosis, genetic test records, findings and/or results regarding my (our) past, present or future physical or mental condition.

TO OBTAIN NON-HEALTH INFORMATION

I (we) authorize any employer, business associate, government unit, financial institution, consumer reporting agency, the Medical Information Bureau, my (our) insurance agency and my (our) financial professional to disclose to the Company (ies) and its authorized representatives any information they may have about my (our) occupation, avocations, finances, driving record, character and general reputation. I (we) authorize the Company (ies) to obtain investigative consumer reports, as appropriate.

PURPOSE OF AUTHORIZATIONS

I (we) understand that the information obtained will be used by the Company (ies) to determine my (our) eligibility for life insurance coverage and such other uses specified in accordance with the Underwriting Practices attached to this application. In addition, information may be disclosed to the Medical Information Bureau (MIB) who, upon request, may disclose such information about you in its file to another member company with whom you apply for life or health insurance or to whom a claim for benefits may be submitted; when requested by a government agency; in connection with a legal or arbitration proceeding; or for other purposes as required or permitted by applicable law. If a policy is issued to me (us), this information may also be used in the future to administer my (our) policy and process claims made under the policy.

COVERAGE CONDITIONS

I (we) understand that the Company (ies) is conditioning the issuance of coverage on the provision of this authorization, and that, while I (we) may refuse to sign this authorization, my (our) refusal to do so could result in coverage not being issued.

ADDITIONAL AUTHORIZATIONS

You have advised me (us) that the Company (ies) may request additional authorizations in order to obtain the information the Company (ies) needs to complete its review of my (our) application and, if the policy is issued, in connection with any claim asserted under the policy, I (we) understand that I (we) am (are) not obligated to provide these additional authorizations but that, if I (we) choose not to provide them, this application and any claim made under the policy, if issued, may be rejected.

DURATION

Unless otherwise revoked, I (we) agree that this authorization will expire on the earlier of the date that the Company (ies) declines my application for coverage or, if a policy is issued, 24 months from the date of my (our) application. I (we) understand that I (we) may revoke my (our) authorizations at any time, except to the extent that the Company (ies) has taken action in reliance on this authorization, this application and any claim made under the policy, if issued, may be rejected. My (our) revocation must be submitted in writing to: Chief Underwriter of the Company checked above and on the front page of this application, 1290 Avenue of the Americas, New York, New York 10104.

COPY OF AUTHORIZATIONS

I (we) have a right to ask for and receive true copies of this Acknowledgement and Authorization Form and all other authorizations signed by me (us). I (we) agree that reproduced copies will be as valid as the original.

FOR THE APPLICANT'S PROTECTION, THE LAWS OF CERTAIN STATES REQUIRE THIS NOTICE: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, FILES AN APPLICATION OR CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT AS TO ANY MATERIAL FACT MAY BE GUILTY OF INSURANCE FRAUD, WHICH MAY RESULT IN LOSS OF COVERAGE UNDER THIS POLICY AND MAY SUBJECT THE APPLICANT/CLAIMANT TO CRIMINAL PROSECUTION.

SOCIAL SECURITY OR TAX I.D. NUMBER CERTIFICATION—UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT (1) THE NUMBER SHOWING ON THIS FORM IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER, AND (1) I AM NOT SUBJECT TO BACKUP WITHHOLDING BECAUSE (A) I AM EXEMPT FROM BACKUP WITHHOLDING OR (B) I HAVE NOT BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE (IRS) THAT I AM SUBJECT TO BACKUP WITHHOLDING AS A RESULT OF A FAILURE TO REPORT ALL INTEREST OR DIVIDENDS OR (C) THE IRS HAS NOTIFIED ME THAT I AM NO LONGER SUBJECT TO BACKUP WITHHOLDING, AND (III) I AM A U.S. PERSON (INCLUDING A U.S. RESIDENT ALIEN).

CERTIFICATION INSTRUCTIONS: You must cross out item (ii) above if you have been notified by the Internal Revenue Service that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN THE CERTIFICATION REQUIRED TO AVOID BACKUP WITHHOLDING.

REQUIRED TO AVOID BACKUP WITHHOLDING.	
I (we), the undersigned, by my (our) signature(s) below understand to the Acknowledgement and Authorization. Dated at City State on Financial Professional to complete this section:	at I (we) and (are) agreeding to all the terms and conditions of this application, including; but not limited to, Signature of Proposed Insured, Applicant, or parent or quardian, Introduced Insured (I supposed Insured In
Will any existing insurance be replaced or changed (or has it been) as	ssuming the insurance applied for will be issued?
(If 'yes' give details	
I certify that I have asked and recorded completely and accurately the that has not been recorded herein. All have witnessed the signature required on fully completed.	eanswers to all questions on the fully completed application Part 1, and know of nothing affecting the risk Part 1
	1000
Signature of Licensed Financial Professional/Insurance Broker	M M
Print Licensed Financial Professional's Name Grab	tel Epsin

Application Part 2 To:	AXA Equ	Ita	ble	Life Insura	nce Com	pany	A2U	-
П				Annuity Con	P	assport	Redac	ted
				of this tome		D Policy Chang	o D Reinsta	ment
1. a. Proposed Insured (Please Print) Re. WZ. 18 A	Middle i	religi		KOENIA	b. Heig d. Birth	Deale:	Redacted	
2. s. Name and address of personal physicis medical facility used instead); (if none,	in (or No		AI	bent 2	uck eq		5-783-	7541
b. Date and redeen lest consulted if within th	,	-60	m	1AGO, 12	outine		Moreon	
e. What treatment was given or recommende				none	0	m) (0,00) 50	s, routed	08 H 5
(For all "Yes" enswers to Questions 3-9, circles. Has Proposed Insured ever had or been to			No	4- 41	n the last 8 me	onths? nawere to Questi	one 2-8, has	
A. Disease or disorder of eyes, ears, nose or			Ø	Proposed in	sured, within	the last 5 years:		Yes No
 Dizziness, fainting, convulsions; paralys psychiatric, psychological or emotional 				clan or prac	fitioner?	ined or treated t	by any physi-	E B
mental of hervous disease or disorder?	altie authorn	0		The second secon		an examined or	treated at a	U 40
c. Shortness of breath; blood splitting; bronc emphysems, tuberoulosis and other chiral disease or disorder?		0	12	/ hospital, clir	de, sanatoriun	or other medic	al facility?	品品
d. Chest pain, palpiterion, high blood pressu						my diagnostic t		0 0
fever, heart murnur, heart attack or other disorder of the heart or blood vessels?	or disease or	d	d			my which was no within the last 1		U 15
a. Dicer, hemia, colitis, intestinal bleeding; je				(i) Smo)	ted elgevettes	?		0 0
ornholds, or other disease or alsorder of intestines, liver or gallbledder?	the stomach.	0	P			n of tobacco (Give within the last if		DB
1. Sugar, albumin, blood or pus in urine; s	tone or other	_			red cigarettes		va yaato.	DE
disease or disorder of kidney or bladder?			Ø	(ii) Used	any other form	n of lobacco (Give	e full details)	00
g. Diabetes; cyst, tumor, or cancer; thyroid disorder; skin disease or disorder?			d	10. Family Hist	ory LMir	Cause i	of Death	Age at Death,
h. Neuritis, arthritis, gout, or disease or dis muscles or bones, including the back, or ic		0	P	Father	530		of pichwi	
I. Deformity, lameness or amputation?	Atlat	ä	d	Brothers/State	3		aust unctu	
J. Allergles; anemia; other blood or lymph di order?	sease or dis-			DETAILS FOR	"YES" ANS	WERS. Include	: L Question	Number.
k. Disorder of prostate, reproductive orga	ens. breaste.		w			III. Flosuits, in fail attending p		
menstruation or pregnancy?			12	facilities, (If ad	kiltional space	e is needed, pla	ase emach a	
4. Is Proposed Insured now under observative atmork?		Q	П	shoet, dated, s	igned and with つんしら (ede-upi) 4: 104	le.
5. Has Proposed Insured, within the last 10 y a, Tested positive for exposure to				80.Dn \$	LYSER	- Pumor	il moloco	RAUTIN
Immunodeficiency virus (HIV) or been d	liagnosed as			Routin	re ch	ack-up's	4m/45	•
or AIDS-related Complex (ARC) caused								
Infection or other elcliness or condition				DATE	tuck en	1-04 YR	. also no	MY VIE
such intection?			0	80.81	rock t	est, e16	ROUTINE	141-1X
 Has Proposed Insured, within the last 10 yr Used, except as legally prescribed by a principle. 				00.51	t the true			•
quilizers; barbiturates or other sedatives								
coceine, heliuchogens or other mood-at			ı					
heroin, methadone or other narcotics; amp other stimulants; or any other Hogal or co				· ····································	who then me	metral rith boar	to loline date	ud
stances?		D.	四			s a statement of		, July
 b. Received counseling or treatment regardly alcohol or drups? 	ing the use of	D	6	application	containing any	false, incomplet	le, or misleadin	19
7. Has Proposed Insured's weight changed t	y more than	0		Information	is guilty of a fe	slony of the third	degree.	
The above statements and enswers are and enswers shall be part of the applic	true and comp	BOOM	OF A	equest for policy	change or rein	statement, as th	e case may be	nte I.
The Insurer may rely on the	m in acting on	the !	mpplie //	cation or making	the policy chie	noe or reinstaker	nent	
Dated BI Miami Be	ON O ON C	<u> </u>	p (C	EX A	ugu &	neture of Propagation	eurland	
lation note of the same is a fi	runndoon or Ale		u uy Taab	-/olog):	YME		S M	ク
Witness (Must be E	xaminer or NU	V 5-0/	gan.	niolen):	1		-	



A Stock Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, New York 10104

This is a Flexible Premium Universal Life Insurance Policy. The Insurance Benefit is payable upon the death of the insured person while this policy is in force. You may pay premiums while the insured person is living and is not yet attained age 100. The values provided by this policy are based on declared interest rates. This is a non-participating policy.

No. 04-100

D AXA Equitable Life Insurance Company
1290 Avenue of the Americas
New York, NY 10104

 MONY Life Insurance Company of America 1290 Avenue of the Americas New York, NY 10104 Application For Life Insurance Part I

Page 23 of 32

Form No. LIFEAPP-GA/OR (2005)

D P	ROPOSED INSURED (Print Name as if is to appear on the policy.) Please print in ink.
	Proposed Insured
	Full Name: First Ren Zion M.I. Last Koenjoj B. Gender: Male Female
C.	Home Address: Redacted Redacted
	City/Municipality BOOKIVD County/Parish State VI Zip + 4 Code Redacted
D.	Home Phone No. Redacted Best time to Call: Poland Best phone no. to be contacted:
E.	Date of Birth: Neural F. Place of Birth:
G.	Marital Status: ☐ Single ☐ Married ☐ Widowed ☐ Divorced ☐ Separated H. Soc. Sec. No Redacted
١.	Driver's Lic. No.: State:
J.	U. S. Citizen? XQ Yes No. WNo, Country U.S. Visa type Passport or U.S. Visa # of years in U.S.
	Currently employed?
ι.	Current Occupation(s): (1) Title: N/A ReTice (2) Duties N/A (3) How Long?
	Employer Name:
	Employer Address: No.4 Street Cay State Zip + 4 Code
0.	Annual Earned Income (Income from occupation) \$ Ratified P. Nel Worth \$ 26,000/000
•	If the Proposed Insured and/or policy owner is not a U.S. Person (U.S. Citizen or U.S. Corporation, Partnership, or Trust established or organized under the laws of a state of the United States) then he, she or it may have to provide additional documentation, including IRS form W-8 BEN.
3	COVERAGE INFORMATION
A.	Plan of Insurance Athera Tul. Amount of Insurance \$\(\frac{10.000,000}{10.000}\) (If face amount is \$2 million or larger complete Financial If VUL, must also complete VUL Supplement. To select dividend options on EWL or Riders on all Non-VUL Plans
	complete Optional Benefits Supplement.)
B.	Complete for UL or VUL only (1) Death Benefit Option 20 Option A DiOption B
	(2) Planned Periodic Premium \$ 1,815,85 &
C.	Definition of Life Insurance Test: Complete for AUL II, IL, IL COLI '04 Cash Value Accumulation Test
D.	Premium Mode: 70 Annual
	System-Matic (Complete S-M form and check applicable box) Quarterly (only available for UL and VUL) Monthly
l	Salary Allotment (1) Unit Name (2) Unit/Sub Unit. No. (3) Unit Register Date (5) Enter No. (5) Unit Register Date (7) Unit Register Date (8) Unit Register Date (9) Unit Register Date
	 Do you, the owner, intend to use or transfer the policy for any type of pre-death financial settlement, such as viatical settlement, senior settlement, life settlement, of or any other secondary market?
l	Any other life insurance now in effect or application now pending? X Yes No (Give companies, amounts and policy numbers in Remarks.)
L	Will the coverage applied for replace or change any life insurance or annuities? Yes No Is this a 1035 Exchange? Yes Though the coverage applied for replace or change any life insurance or annuities? Yes Yes
	Amount \$ Company Issue Year Policy Number DLife Group Annuity
	Amount \$ Company Issue Year Policy Number □ Life □ Group □ Annuity
	Is this a Term Policy/Rider Conversion or Purchase Option?
'	parent, if greater \$

8	BENEFICIARY/OWNER								
Ā.	Beneficiary (Total designation	must be 100%. Use Re	marks section for add	ditional B	eneficiary informat	ion.)		-	
	Beneficiary Full Name Primary Pention Young	y Insurance T	rust A osfulou	Relation	ship to Insured	_	Percenta	ege > ⊘	_
	Contingent:								-
B.	Owner (The Owner of this poli	icy is the Insured unles	s otherwise specified	below. E	nter name of succe	 ssor owner in Rema	rks.)		_
l	Provide the Applicant's name, ac	idress and Taxpayer ID, i	if different from the Inst	ured and	Owner, in Remarks S	Section.			
l	If the Owner is the Trust provide	the name of the Trust.			_				
ì	Owner's Name: Benzion	Koenia Irku	ramio Trust,	A 05	/11/06 Social	Security # or TIN	Redact	:e d	
ı						State 6 9	Zio Code	. 303	50
[(Billing notices will be sent to the Owner a	t this addrest onless otherwise (directed in Remarks Section.)	•					
	U. S. Citizen? 🗆 Yes 🗖 No' II	No, Country	U.S. Visa type	P		a!	_ ¶ of Aesit	in U.S	_
1	Relationship to Insured	1.1	A) A		_ Date of Birth				
١.	Name of Trustee Wells Fo	MYO BANK,	N.H.		Date of Trust Agre	ement 5.1%	06		
_	If the policy owner is not a U.S. I then he, she or it may have to pr	ovide additional documer	.S. Corporation, Partne ntation, including IRS fo	ership, or 1 orm W-8 E	rusi eslablished or o IEN.	organized under the la	ws of a state	of the Unit	ted States)
<u>0</u>	GENERAL INFORMATION (PI List details of all answers in the I								
A.	driving under the influence of alc	ohol or drugs?	•		v	ligent driving or		☐ Yes	y21 No
١.	(If "Yes", include dates, types of		suspension or revocat	tion in Re	marks.)				
B.	Any plans to travel or reside outs (If "Yes", complete Foreign Resident (If "Yes", complete Foreign Reside		most \					☐ Yes	ØD No
c.								☐ Yes	AT NO
D.								Yes	₽ No
	(If "Yes", complete Aviation Supp								Τ
Ę,	- 3 3					ing, ballooning,			
	hang gliding, parachuting or flyin		er hazardous sports or	hobbies?	,			☐ Yes	¥ No
F.	(if "Yes", complete Avocation Su in the last 10 years Ever had an		lth insurance that was o	declined :	ecrified an extra pro	mium or other modific	ation?	□ Yes	y Z ÍNo
١'.	(If "Yes", state companies and pr			DECINIEU, I	equired an extra pre	THUS OF OURSE HOUSE	allulit	☐ Yes	Mer in
G.				?				☐ Yes	No No
	(If "Yes" in "Remarks", state full of			_	_				• •
H.	Do you currently use any form of Have you ever used any form of					Avg. Quantity # p Date Ceased		Frequen	су
l r	have you ever used any rountor	topacco di fincoline prode	Mar 1 162	MO INO	туре	Date Ceased			
0	MEDICAL INFORMATION (Pro	oposed Insured) Plea	se Note: Complete	this sec	bon even if a para	medical or medica	al exam is l	being ord	ered.
A.		ight_16_0_lbs.	0 1	_		•			
	Personal Physician Name_ples	Be See	Special	Re	MIN-S				_
	Address	the Land E Vacor	<u> </u>		C 80 - C 115	c) +	<u>a</u>	" (T. ~
D. E.	Date and Reason for Last Visit in What treatment was given or reco		to medi	(4	· pardal	Show Fe	12 me	CAC+1	<u> </u>
	as Proposed Insured:	militeracus (a none, so	state)						
	In the last 10 years, ever had or b	een treated for heart trou	ble, stroke, high blood	pressure,	chest pain, diabetes	, tumor, cancer,			
l	respiratory or neurological disorde	3 ?			•			Yes	√ZÍNο
G.	In the last 5 years, consulted a ph	•	•		,			Yes	D No
۱.,	(Also include medical checkups in	the last 2 years. Do not	include colds, minor in	juries or a	ormal pregnancy.)			•	
n.	In the last 10 years: 1. Used, except as legally pres	crihed by a obysician tra	nouilizers harhiturates	or others	enerwinem sawitcha:	enesino halbreinono	ns or other		
ı	mood altering drugs; heroin,								
	(If "Yes", complete Substance					, mogor or controlled 5	, and a second	☐ Yes	NO NO
ı	2. Received counseling or treat		of alcohol or drugs inclu	uding atter	ndance at meetings o	or membership in any			76
1	self-help group or program s	ruch as Alcoholics Anony			-	. ,			,
١.	(If "Yes", complete Substance	e Usage Supplement.)						☐ Yes	X No
۱.	In the last 10 years, been:	r Acquired Immune Dec	rianou Cundrama (AIDA	כן הי אוויי	Dobtod Complete (ADC) by a marker of	the		•
<u>ا</u> .ر	Diagnosed with, or treated to medical profession?	і, лициней піпп иле De ni	uency synorome (AID)	oj ul Alius	окивией сотрех (л	nkc) by a member of	nis	☐ Yes	No.
Ţ.	Family History	Age if Living	Cause of Death	.)			1	Age at D	eath
1	Father	W		leath	Campa	···		2	
			1 W 17		60 00				
•	Mother		W. Tr	lead h	campa				

DETAILS OF ALL "YES" ANSWERS FOR MEDICAL INFORMATION (Attach additional sheet of paper if necessary; and it must be signed and dated by the Proposed Insured, Owner, and financial professional.)

Question No.	Niness, Treatment, and Number of Attacks (include specific diagnosis and medication)	Onset Date	Recovery Date	If disabled, How long?	Doctor, Clinic, or Hospital Complete Addres and Phone Number
				195	
-					
MARKS vide details e owner is	for any of the questions, and any other additional for additi	nal remarks. Ian and type	(Attach signed profess	and dated by	eet of paper if necessary; and it must be the Proposed Insured, Owner, and financ
De.	Albea Zucker	845	5_78	2-60	92
_ <u>-</u> -	Route 208	*	24-0-		1 1
305	. 0177	<u>—</u>	POSIE	2034	1/ 0 =
774	noe Ny 10990		# 196	1	66 FOT
	Paris a	U	Pdate	77.	edical file
DL	kaiser		<u> </u>		
465	Ocean PKmy				
3100	Kyn Ny 11218				
COMPLET	E IF MONEY IS PAID WITH THE POLICY:				
Amount no	id with this Application: \$6				
	dersigned read, signed and received a copy of the	Temporary los	surance Aare	ement and do	they agree to the conditions of the Tempora
Insurance	Agreement, including:	remporary in.	Marke Agre	CITICIN, DING GO	They agree to the conditions of the Tempora
(i) the re	quirement that all of the conditions in that Agreeme	ent must be me	et before any	temporary insu	urance takes effect, and
(ii) the \$	1,000,000 insurance amount limitations, and				
(iii) that the	ne Person Proposed for Insurance is at least 15 day	ys of age <mark>and</mark> r	not older than	175 years of a	ge? godYes □No
	any Person Proposed for Insurance has been diagnosed				yndrome
	IDS-Related Complex (ARC) by a member of the medica a stroke, or a heart attack within the last year, a premiur				
riau cancer	a stone, or a recort attack within the last year, a prenimi	ii may not be pa	au oeioie uie j	JOHCY IS DEHVELE	u.
REEMENT.	Each signer of this application agrees that:				
(1) The sta	atements and answers in all parts of this application are on this application.	true and comp	lete. We (the	Company check	ted on page 1 of this application) may rely on th
	emporary Insurance Agreement states the conditions the rary Insurance is not provided for a policy or benefit apple.				
(3) Except for it is (our) k	as stated in the Temporary Insurance Agreement, no in paid while the person(s) proposed for insurance is (are nowledge and belief the statements and answers in all p ial premium is paid.	surance shall ta) living; (b) befo	ike effect on the re any Registe	nis application: (ered Date specif	a) until a policy is delivered and the full initial pre ied in this application; and (c) unless to the best

No linancial professional or medical examiner has authority to modify this Agreement or the Temporary Insurance Agreement. Or to waive any of our rights or

requirements. We shall not be bound by any information unless it is stated in Application Part 1 or Part 2 (Paramedical or Medical exam).

(5) I acknowledge receipt of the Living Benefits Brochure (Accelerated Death Benefit Rider Brochure), where applicable.

Case 1:08-cv-01972-MGC Document 14-11 Filed 05/30/2008 Page 26 of 32 * ☐ AXA Equitable Life Insurance C ☐ MONY Life Insurance Company rica **ACKNOWLEDGEMENT OF UNDERWRITING PRACTICES** I (we) acknowledge that I (we) have received a statement of the Underwriting Practices of the Company (ies) which describes from whom and why the Company (ies) obtains information on my (our) insurability, to whom such information may be reported and how I (we) may obtain it. The statement contains the notice required by the Fair Credit Reporting Act. **AUTHORIZATIONS** TO OBTAIN HEALTH INFORMATION I (we) authorize any physician, hospital, clinic, medical practitioner, medical testing laboratory, pharmacy or other health care provider, health plan or insurance company (including our Company, with respect to other coverages), or any prescription drug or pharmacy benefit manager or administrator, and the Medical Information Bureau to disclose to the Company (ses) and its authorized representatives any and all information, whether fact or opinion, they may have about any diagnosis, treatment, prognosis, genetic test records, findings and/or results regarding my (our) past, present or future physical or mental condition. TO OBTAIN NON-HEALTH INFORMATION I (we) authorize any employer, business associate, government unit, financial institution, consumer reporting agency, the Medical Information Bureau, my (our) insurance agency and my (our) financial professional to disclose to the Company (ies) and its authorized representatives any information they may have about my (our) occupation, avocations, finances, driving record, character and general reputation. I (we) authorize the Company (ies) to obtain investigative consumer reports, as appropriate. **PURPOSE OF AUTHORIZATIONS** I (we) understand that the information obtained will be used by the Company (les) to determine my (our) eligibility for life insurance coverage and such other uses specified in accordance with the Underwriting Practices attached to this application. In addition, information may be disclosed to the Medical Information Bureau (MIB) who, upon request, may disclose such information about you in its file to another member company with whom you apply for life or health insurance or to whom a claim for benefits may be submitted; when requested by a government agency; in connection with a legal or arbitration proceeding; or for other purposes as required or permitted by applicable law. If a policy is issued to me (us), this information may also be used in the future to administer my (our) policy and process claims made under the policy. **COVERAGE CONDITIONS** I (we) understand that the Company (ies) is conditioning the issuance of coverage on the provision of this authorization, and that, while I (we) may refuse to sign this authorization, my (our) refusal to do so could result in coverage not being issued. **ADDITIONAL AUTHORIZATIONS** You have advised me (us) that the Company (ies) may request additional authorizations in order to obtain the information the Company (ies) needs to complete its review of my (our) application and, if the policy is issued, in connection with any claim asserted under the policy, I (we) understand that I (we) am (are) not obligated to provide these additional authorizations but that, if I (we) choose not to provide them, this application and any claim made under the policy, if issued, may be rejected. Unless otherwise revoked, I (we) agree that this authorization will expire on the earlier of the date that the Company (ies) declines my application for coverage or, if a policy is issued, 24 months from the date of my (our) application. I (we) understand that I (we) may revoke my (our) authorizations at any time, except to the extent that the Company (ies) has taken action in reliance on this authorization, this application and any claim made under the policy, if issued, may be rejected. My (our) revocation must be submitted in writing to: Chief Underwriter of the Company checked above and on the front page of this application, 1290 Avenue of the Americas, New York, New York 10104. **COPY OF AUTHORIZATIONS** I (we) have a right to ask for and receive true copies of this Acknowledgement and Authorization Form and all other authorizations signed by me (us), I (we) agree that reproduced copies will be as valid as the original. FOR THE APPLICANT'S PROTECTION, THE LAWS OF CERTAIN STATES REQUIRE THIS NOTICE: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, FILES AN APPLICATION OR CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT AS TO ANY MATERIAL FACT MAY BE GUILTY OF INSURANCE FRAUD, WHICH MAY RESULT IN LOSS OF COVERAGE UNDER THIS POLICY AND MAY SUBJECT THE APPLICANT/CLAIMANT TO CRIMINAL PROSECUTION. SOCIAL SECURITY OR TAX LD. NUMBER CERTIFICATION.... UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT (1) THE NUMBER SHOWING ON THIS FORM IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER, AND (II) I AM NOT SUBJECT TO BACKUP WITHHOLDING BECAUSE (A) I AM EXEMPT FROM BACKUP WITHHOLDING OR (B) I HAVE NOT BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE (IRS) THAT I AM SUBJECT TO BACKUP WITHHOLDING AS A RESULT OF A FAILURE TO REPORT ALL INTEREST OR DIVIDENDS OR (C) THE IRS HAS NOTIFIED ME THAT I AM NO LONGER SUBJECT TO BACKUP WITHHOLDING, AND (II) I AM A U.S. PERSON (INCLUDING A U.S. RESIDENT ALIEN). CERTIFICATION INSTRUCTIONS: You must cross out item (ii) above if you have been notified by the Internal Revenue Service that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return. THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN THE CERTIFICATION Signature of Owner or Applicant If not Proposed Insula Fargo Bank, N. A., 95

REQUIRED TO AVOID BACKUP WITHHOLDING. I.(we), the undersigned, by my (our) signature(s) below understand that I (we) am (are) aggreeing to all the terms and conditions of this application, including, but not limited to. the Acknowledgement and Authorization. Dated at City Signature of Proposed Instituted, Applicant, or parent or guardisch. De 172101 Koenig Institute in Proposed Institute in Child Lissue Ages 0.11 X Trust A 105/11/06; by Well Trust A 05/11/06; by Well (If corporation, print firm's name and signature of authorized officer.)
(If trust, signature of trustee.) EUZABETH T. WAGNER trustee VICE PRESIDENT Financial Professional to complete this section: Will any existing insurance be replaced or changed (or has it been) assuming the insurance applied for will be issued? ☐ Yes **力至**1%0 (If 'yes' give details

I certify that I have asked and recorded completely and accurately the answers to all questions on the fully completed application Part 1, and know of nothing affecting the risk that has not been recorded herein. □ I have not witnessed the signature required on fully completed Part 1, (Explain below) DUhave witnessed the signature required on fully completed Part 1

Signature of Licensed Financial Professional/Insurance Broker Print Licensed Financial Professional's Name

Application Part 2 To: 🔲 AX	A Equit	abl	
· · · · · · · · · · · · ·	d∖u id⊶ o	nd	Annulty Company
	ou tol andi	upaid	n of this form: New Policy Policy Change Reinstatement
1. b. Proposed Insured Fact Name (Please Print) Re.WZI & D	Missis Indi		KOENIO b. Height IL in 15 Weight the
 a. Name and address of personal physician (or medical facility used instead); (if none, so state 	B) De	A	16ent Zucker (305) 845-782-9541
b. Date and reason last contulted if within the last 5	years:	2M	LAGO, Noutine. Moved, Ny 10
e. What treatment was given or recommended? (If	none, so 41	260)	hone (hold) 505, 200 te 308 # =
(For all "Yes" answers to Questions 3-9, circle home		•	10 pounde in the last 6 months?
Has Propused Insured over had or been treated if Disease or disorder of eyes, ears, nose or throat.		18 N	
b. Dizziness, fainting, comvulsions; paralysis or psychiatric, psychological or emotional distuit	phroice;	, ,	a. Consulted or been examined or treated by any physician or practitioner?
mental of hervous disease or disorder?) [2) b. Hed any litness, injury, or surgery?
 Shortness of breath; blood splitting; bronchills, a: emphysema, tuberculosis and other chronic resp 	directory		c. Been a patient in or been examined or breated at a hospital, clinic, sanalorium, or other medical facility? It then electrocogridogram, X-rayl, other diagnostic test?
d. Chest pain, paipitation, high blood practure, the	umatic		d. Hed electrocordlogram, X-ray, other diagnostic test?
fever, heart murmur, heart attack or other dise. disorder of the heart or blood vessels?			ization, treatment or surgery which was not completed?
e. Utcer, homis, colits, intestinal bleeding; jaundice	, hem-		(i) Smoked olgarettes?
ortholds, or other disease or alsorder of the sta intestines, liver or gallbleader?		E	or that the product and the pr
 Sugar, albumin, blood or pus in urine; stone or disease or disorder of kidney or bladder? 		E	(ii) Used any other form of tobacco (Give tuil details)
g. Diabetes; cyst, tumor, or cancer; thyroid or gladisorder; skin disease or disorder?			10. Family History Living Cause of Death Death,
h. Neuritis, arthritis, gout, or disease or disorder	of the		Father 505 HOLOCAUST DICTING 505
muscles or bones, including the back, or joints? 1. Deformity, lameness or simpulation?		-	Mother wasuae/naturle 93
J. Allergias; anemia; other blood or lymph disease order?	eib vo	_	DETAILS FOR YES ANSWERS. Include: L Question Number.
ic Disorder of prostate, reproductive organs, br	easte,	w	IL Diagnosis and Trashnent. III. Results. Iv. Dates and Duration. v. Names and Addresses of all attending physicians and medical
menstruction or pregnancy? 4. Is Proposed Insured now under observation or	taking	_	facilities, (if additional space is needed, please attach a separate
treatment?		O	
5. Has Proposed Insured, within the last 10 years, bo a, Tested positive for exposure to the h			80 Dr Kuyser- Prooking Portre
Immunodesciency virus (HIV) or been diagnost having acquired immune deficiency syndrome (ed as		8a. Dr. Kuyser- Brooklyn Ny.
or AIDG-related Complex (AIRC) caused by the	(HIV)		BI tost.
Infection or other sickness or condition derived such infection?	MON!	M	So BI test test, elle portine que ex
6. Has Proposed Insured, within the last 10 years:		_	89 BI LETT LOTI' E CO HOMING AREA
 Used, except as legally prescribed by a physician, quilizers; bathiturates or other sedatives; marij 			
cocaine, hallucinogens or other mood-atteting of	inige;	•	i
heroin, methadone or other narcotics; simphetamic other stimulants; or any other illegal or controlled			American State of the Control of the
Stances?	D	ď	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an
 b. Received counseling or treatment regarding the unalcohol or druge? 		6	epplication containing any false, incomplete, or maleading information is guilty of a followy of the third degree.
7. Has Proposed Insured's weight changed by more	than D	Ø	water the form of a forest of the fisher goodsey.
and enswers shall be part of the application for	or Insurano	B OF F	best of my knowledge and belief. I agree that such statements request for policy change or reinstatement, as the case may be cation or making the policy change or reinstatement.
DALOG OF MIRMI BROLE			70 - 71 - 3
cty male	Mo.	Day	Yr. Glymaluto of Propogod Insured
Winess (Must be Examine	r or Nursa	Tech	nician): Nay Osa M



A Stock Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, New York 10104

This is a Flexible Premium Universal Life Insurance Policy. The Insurance Benefit is payable upon the death of the insured person while this policy is in force. You may pay premiums while the insured person is living and is not yet attained age 100. The values provided by this policy are based on declared interest rates. This is a non-participating policy.

No. 04-100

EXHIBIT 5



December 22, 2006

Elizabeth Wagner, VP Wells Fargo Bank, N.A. 400 Northridge, Suite 600 Atlanta, GA 30350

NOTICE OF RESCISSION

Policy Nos.: 156 212 029 & 156 212 030

Insured: Mali Koemig

Statement of Account

Premium: \$ 2,503,480.00 Interest: \$ 43,416.52 Total Refund: \$ 2,546,896.52

Dear Ms. Wagner:

The above numbered policies were issued in reliance upon the statements and answers in the Applications for Insurance Part 1, for each policy, dated May 12, 2006. Copies of the Applications are enclosed for your review.

We have now learned that the assets and net worth reported by the insured were overstated. Furthermore, we have established that assets claimed to be owned by the insured are actually owned by another party.

Had we known this information, the policies would not have been issued. In view of this and in accordance with our contractual rights, AXA Equitable has rescinded the coverage under the policies numbered 156 212 029 and 156 212 030 and deny any liability under them.

Our check in refund of all amounts paid as premiums, including interest, is enclosed. Your cashing this check will indicate that you agree with our decision.

If you have any questions concerning this matter, please direct them to this office.

Assistant Vice President

Enclosures

BCC: Martha Verscaj - Law Dept @ 1290/12th Fl

AXA Equitable Life Insurance Company PO Box 1047, Charlone, NC 28201-1047

- Be Life Confident



December 22, 2006

Elizabeth Wagner, VP Wells Fargo Bank, N.A. 400 Northridge, Suite 600 Atlanta, GA 30350

NOTICE OF RESCISSION

Policy Nos.: 156 212 032 & 156 212 033

Insured: Benzion Koenig

Statement of Account

Premium: \$ 3,031,704.00 Interest: 66,033.00

Total Refund: \$ 3,097,737.00

Dear Ms. Wagner:

The above numbered policies were issued in reliance upon the statements and answers in the Applications for Insurance Part 1, for each policy, dated May 12, 2006. Copies of the Applications are enclosed for your review.

We have now learned that the assets and net worth reported by the insured were overstated. Furthermore, we have established that assets claimed to be owned by the insured are actually owned by another party.

Had we known this information, the policies would not have been issued. In view of this and in accordance with our contractual rights, AXA Equitable has rescinded the coverage under the policies numbered 156 212 032 and 156 212 033 and deny any liability under them.

Our check in refund of all amounts paid as premiums, including interest, is enclosed. Your cashing this check will indicate that you agree with our decision.

If you have any questions concerning this matter, please direct them to this office.

Assistant Vice President

Enclosures

Bcc: Martha Verscaj - Law Dept @ 1290/12th Fi

AXA Equitable Life Insurance Company PO Box 1047 Charlotte, NC 28201-1047

- Be life Confident -

SUPREME COURT OF THE STATE OF NEW YORK **COUNTY OF NEW YORK**

AXA EQUITABLE LIFE INSURANCE COMPANY, AXA NETWORK, LLC & AXA ADVISORS, LLC

Plaintiffs,

- against -GABRIEL EPSTEIN,

Defendant.

Index No. 07/60/6/8

SUMMONS AND COMPLAINT

KILPATRICK STOCKTON LLP

31 West 52nd Street, 14th Floor New York, NY 10019 Tel: (212) 775-8700

Fax: (212) 775-8800

Attorneys for Plaintiffs

NEW YORK COUNTY CLERK'S OFFICE

MAY 1 5 2007